

2011-03-01	DUIF	Alcohol Evaluation Filed By Probation Dated 03/01/11 /pjb
2011-01-24	ORDR	Order Approving Substitution Of Attorney Per Judge Fieldman /trg
2011-01-19	NOTC	Notice Filed Substitution Of Attorneys Filed By Karl Tamerler Proposed Order /pjb
2010-09-03	EVLO	Alcohol Eval Ordered
2010-09-03	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-08-10	ENTR	Entry Of Appearance
2010-08-10	MOTN	Motion DEF1/ Schierling, Erin John To Suppress Statements And Observations /cds
2010-08-10	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-08-10	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-08-10	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-08-10	RQST	Request Filed DEF1/ Schierling, Erin John For Discovery /cds
2010-08-06	ACTA	Appl For Ct Appted Counsel DEF1/ Schierling, Erin John Granted /pjb
2010-08-04	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-07-26	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-07-01	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-06-01	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2010-05-17	ASWA	Affi In Suppt-warrantless Arr
2010-05-17	SACF	Summons And Complaint Filed

**Judgments**

No Judgments Information

**Bonds**

<b>Bond Status Date:</b> 2011-04-08	<b>Bond Status:</b> Bond Released	
<b>Set Date:</b>	<b>Set Amount:</b> 0.00	<b>Set Type:</b>
<b>Adjusted Date:</b>	<b>Adjusted Amount:</b> 0.00	
<b>Post Date:</b> 2010-05-17	<b>Post Amount:</b> 10000.00	<b>Post Type:</b> Surety
<b>Surety Holder:</b> Titus, Janice K <b>Professional License Number:</b> 403479 <b>Surety Status:</b> <b>Power Number:</b> JKT 4881		

<b>Financial Summary</b>				
<b>Accounts Receivable</b>	<b>Amount Owed</b>	<b>Amount Paid</b>	<b>Amount Paid From Related Case</b>	<b>Outstanding Balance</b>
Alcohol Evaluation & Supervision	\$200.00	\$200.00	\$0.00	\$0.00
Court Costs	\$21.00	\$21.00	\$0.00	\$0.00
Court Security Cash Fund	\$5.00	\$5.00	\$0.00	\$0.00
Genetic Testing Surcharge	\$2.50	\$2.50	\$0.00	\$0.00
LEAF Assessment	\$90.00	\$90.00	\$0.00	\$0.00
Late Penalty Fee	\$10.00	\$10.00	\$0.00	\$0.00
Outstanding Judgment/Warrant Fee	\$30.00	\$30.00	\$0.00	\$0.00
Persistent Drunk Driver Surcharge	\$50.00	\$50.00	\$0.00	\$0.00
Probation Supervision Fee	\$950.00	\$950.00	\$0.00	\$0.00
Rural Youth Alc/Sub Abuse Surcharge	\$5.00	\$5.00	\$0.00	\$0.00
Time Payment Fee	\$25.00	\$25.00	\$0.00	\$0.00
Traumatic Brain Injury Trust Fund	\$20.00	\$20.00	\$0.00	\$0.00
Victim Compensation Fund	\$33.00	\$33.00	\$0.00	\$0.00
Victim's Assistance Fund	\$78.00	\$78.00	\$0.00	\$0.00
Accounts Receivable Balance	\$1,519.50	\$1,519.50	\$0.00	\$0.00

Date Printed: 07/21/2015

People Of The State Of Colorado Vs. Schierling, Erin - 2008T4220 - Pueblo County

Summary		
<b>Case #:</b> 2008T4220 (County)	<b>Location:</b> Pueblo County	<b>Date Filed:</b> 2008-10-31
<b>Case Status:</b> Closed;	<b>Date Case Closed:</b> 2009-12-14	<b>Date of Speedy Trial:</b> N/A
<b>Case Type:</b> Driving Under the Influence	<b>Appealed:</b> N	<b>E-Filed:</b> N
<b>Judge or Magistrate:</b> Steven B Fieldman	<b>Division:</b> 304	<b>Bar Number:</b> 22839
<b>Related Cases:</b> N/A		

Participants		
<b>Party Type:</b> Defendant	<b>Person Status:</b> Not Applicable	
<b>Name:</b> Schierling, Erin	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Birthdate:</b> [REDACTED] <b>Gender:</b> M <b>Race:</b> W <b>Drivers License:</b> CO <b>SSN:</b> [REDACTED] <b>StateID:</b>	Active Address [REDACTED] Pueblo CO 81005  Home : [REDACTED]	
<b>Party Type:</b> The People of the State of CO	<b>Person Status:</b> Not Applicable	
<b>Name:</b> The People Of The State Of Colorado,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Birthdate:</b> <b>Gender:</b> <b>Race:</b> <b>Drivers License:</b> <b>StateID:</b>		

Charges / Dispositions		
<b>Arresting Agency</b>		
<b>Arresting Agency:</b> Pueblo Police Dept	<b>Arrest Date:</b>	<b>Arrest Time:</b>
<b>Ticket/Summons Number:</b> U202753	<b>Arrest Number:</b>	<b>Case Number:</b> 08-25180
<b>Final Disposition on Charges</b>		
<b>Charge Number:</b> 1	<b>Charge:</b> Reckless Driving	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2008-10-25	<b>Offense Date To:</b>	<b>Offense Time:</b>
<b>Class:</b> T2 (Class 2)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1401

Traffic Offense)			
<b>Disposition Date:</b> 2009-05-19	<b>Disposition:</b> Dismissed by DA		
<b>Charge Number:</b> 2	<b>Charge:</b> Failure To Display Proof Of Insurance	<b>Status:</b> Dismissed	
<b>Offense Date From:</b> 2008-10-25	<b>Offense Date To:</b>	<b>Offense Time:</b>	
<b>Class:</b> T1 (Class 1 Traffic Offense)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1409(3)	
<b>Disposition Date:</b> 2009-05-19	<b>Disposition:</b> Dismissed by DA		
<b>Charge Number:</b> 3	<b>Charge:</b> Driving Under The Influence	<b>Status:</b> Main Charge	
<b>Offense Date From:</b> 2008-10-25	<b>Offense Date To:</b>	<b>Offense Time:</b>	
<b>Class:</b> M (Unclassified Misdemeanor)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1301(1)(a)	
<b>Plea Date:</b> 2009-05-19	<b>Plea:</b> Plea of Guilty		
<b>Disposition Date:</b> 2009-05-19	<b>Disposition:</b> Guilty		
<b>Sentence Date:</b> 2009-05-19	<b>Sentence Type:</b> Sentence by Court	<b>Sentence Status:</b> Active	
<b>Victim Compensation Fund</b>	33.00 Dollar Amount	<b>No Consecutive / Concurrent sentences.</b>  <b>Comments:</b> 6 MONTHS JAIL WITH STAY OF EXECUTION CONCURRENT WITH 06T3874 DAY FOR DAY CREDIT FOR IN PATIENT TREATMENT DEF TO APPEAR 11/13/09 AT 8:30AM RESTITUTIOJ OPEN 90 DAYS BOND RELEASED AND DISCHARGED /MDB	
<b>Victims Assistance Fund</b>	78.00 Dollar Amount		
<b>Alcohol Eval Fee</b>	200.00 Dollar Amount		
<b>Jail</b>	6.00 Month (s) Stay Of Execution		
<b>Court Costs</b>	21.00 Dollar Amount		
<b>Court Security Cash Fund</b>	5.00 Dollar Amount		
<b>LEAF Assessment</b>	90.00 Dollar Amount		
<b>Brain Injury Fund (Traumatic)</b>	15.00 Dollar Amount		
<b>Persistent Drunk Driving Schg</b>	50.00 Dollar Amount		

Hearings/Trials					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2011-12-01	07:00 PM	2	Review NOTE: WARRANT	Vacated	Steven B Fieldman (22839)
2009-	08:30	2	Setting	Hearing Held	Steven B Fieldman

12-14	AM		NOTE: W/06T3874		(22839)
2009-11-13	08:30 AM	2	Review	Hearing Held	Steven B Fieldman (22839)
2009-05-19	03:00 PM	2	Sentencing Hearing	Hearing Held	Steven B Fieldman (22839)
2009-05-07	09:30 AM	2	Plea & Sentencing Hearing	Continued by Parties	Steven B Fieldman (22839)
2009-01-16	10:00 AM	2	Pre-Trial Conference	Party Failed to Appear	Steven B Fieldman (22839)
2008-11-24	10:00 AM	8	Arraignment	Vacated	First Appearance Center (900022)

**Other Case Activities**

Date	Code	Details/Notes
2010-05-19	ORDR	Order Granting Motn To Withdraw As Counsel Of Record /spf
2010-05-14	MOTN	Motion DEF1/ Schierling, Erin To Withdraw As Counsel Of Record As Filed By Atty Tamerl Proposed Order /pjb
2009-12-14	POST	Closed After Post Judgment Def To Serve Jail Time With Soe Till 01-24-10 To Be Concurrent With 06t3874
2009-11-13	NTOC	Notice Of Appearance DEF1/ Schierling, Erin
2009-11-13	ROPN	Reopened
2009-05-19	CLAD	Case Closed
2009-05-19	CLAD	Case Closed
2009-05-19	FOJ	Final Order Of Judgment
2009-05-19	FOJ	Final Order Of Judgment
2009-05-08	FPCM	Finger Print Order Compliance Def Fingerprinted And Photographed On 5-7-09 By Pcs0 /slc
2009-05-07	NTOC	Notice Of Appearance DEF1/ Schierling, Erin
2009-03-24	NTOC	Notice Of Appearance DEF1/ Schierling, Erin
2009-03-24	WCAN	Warrant Canceled

2009-01-16	WFTA	Warrant Failur To Appear; Expiration Date: 2012-01-16 DEF1/ Schierling, Erin Returnable To Pueblo Combined Courts 320 W 10th St Pueblo Co 81003 Statewide Extradition Tue Thru Fri At 830am Div 2 Def Failed To Appear For Pretrial Conf /mdb Bond Type: Cash Or Surety
2008-11-18	NTOC	Notice Of Appearance DEF1/ Schierling, Erin
2008-11-05	FPOR	Fingerprint Order
2008-10-31	SACF	Summons And Complaint Filed

**Judgments**

No Judgments Information

**Bonds**

<b>Bond Status Date:</b> 2009-01-16	<b>Bond Status:</b> Bond Set	
<b>Set Date:</b> 2009-01-16	<b>Set Amount:</b> 1000.00	<b>Set Type:</b> Cash or Surety
<b>Adjusted Date:</b>	<b>Adjusted Amount:</b> 0.00	
<b>Post Date:</b>	<b>Post Amount:</b> 0.00	<b>Post Type:</b>

**Financial Summary**

Accounts Receivable	Amount Owed	Amount Paid	Amount Paid From Related Case	Outstanding Balance
Alcohol Evaluation & Supervision	\$200.00	\$200.00	\$0.00	\$0.00
Court Costs	\$21.00	\$21.00	\$0.00	\$0.00
Court Security Cash Fund	\$5.00	\$5.00	\$0.00	\$0.00
LEAF Assessment	\$90.00	\$90.00	\$0.00	\$0.00
Late Penalty Fee	\$20.00	\$20.00	\$0.00	\$0.00
Outstanding Judgment/Warrant Fee	\$30.00	\$30.00	\$0.00	\$0.00
Persistent Drunk Driver Surcharge	\$50.00	\$50.00	\$0.00	\$0.00
Time Payment Fee	\$25.00	\$25.00	\$0.00	\$0.00
Traumatic Brain Injury Trust Fund	\$15.00	\$15.00	\$0.00	\$0.00
Victim Compensation Fund	\$33.00	\$33.00	\$0.00	\$0.00
Victim's Assistance Fund	\$78.00	\$78.00	\$0.00	\$0.00
Accounts Receivable Balance	\$567.00	\$567.00	\$0.00	\$0.00
<b>Case Fees</b>				<b>Amount</b>

	<b>Collected</b>
Coin-op Copier	\$17.25
<b>Total Collected</b>	<b>\$17.25</b>

Date Printed: 07/21/2015

People Of The State Of Colorado Vs. Schierling, Erin John - 2008T2206 - Pueblo County

Summary		
<b>Case #:</b> 2008T2206 (County)	<b>Location:</b> Pueblo County	<b>Date Filed:</b> 2008-06-02
<b>Case Status:</b> Closed;	<b>Date Case Closed:</b> 2009-05-19	<b>Date of Speedy Trial:</b> N/A
<b>Case Type:</b> Driving Under the Influence	<b>Appealed:</b> N	<b>E-Filed:</b> N
<b>Judge or Magistrate:</b> Steven B Fieldman	<b>Division:</b> 304	<b>Bar Number:</b> 22839
<b>Related Cases:</b> N/A		

Participants		
<b>Party Type:</b> Defendant	<b>Person Status:</b> Not Applicable	
<b>Name:</b> Schierling, Erin John	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b> Schierling, Erin John Schierling, Erin John Schierling, Erin John	Historical Address [REDACTED] Pueblo CO 81005  Historical Address [REDACTED] Pueblo CO 81005  Active Address [REDACTED] Pueblo CO 81005  Home : [REDACTED]	<b>Attorney Role:</b> Private Attorney <b>Attorney Name:</b> Tameler, Karl S <b>Attorney Bar #:</b> 21012 <b>Primary Attorney:</b> Yes
<b>Birthdate:</b> [REDACTED] <b>Gender:</b> M <b>Race:</b> W <b>Drivers License:</b> CO [REDACTED] <b>SSN:</b> [REDACTED] <b>StateID:</b>		
<b>Party Type:</b> Impartial	<b>Person Status:</b> Not Applicable	
<b>Name:</b> Rodriguez, Joseph	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>		
<b>Birthdate:</b> <b>Gender:</b> <b>Race:</b> <b>Drivers License:</b> <b>SSN:</b> <b>StateID:</b>		

<b>Party Type:</b> The People of the State of CO	<b>Person Status:</b> Not Applicable	
<b>Name:</b> The People Of The State Of Colorado,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>		
<b>Birthdate:</b>		
<b>Gender:</b>		
<b>Race:</b>		
<b>Drivers License:</b>		
<b>SSN:</b>		
<b>StateID:</b>		

<b>Charges / Dispositions</b>			
<b>Arresting Agency</b>			
<b>Arresting Agency:</b> Pueblo Police Dept		<b>Arrest Date:</b> 2008-06-01	<b>Arrest Time:</b>
<b>Ticket/Summons Number:</b> U199367		<b>Arrest Number:</b> 178227	<b>Case Number:</b> 08P13590
<b>Final Disposition on Charges</b>			
<b>Charge Number: 1</b>	<b>Charge:</b> Careless Driving		<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2008-06-01	<b>Offense Date To:</b>	<b>Offense Time:</b>	
<b>Class:</b> T2 (Class 2 Traffic Offense)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1402	
<b>Lic. Plate State:</b> CO	<b>Lic. Plate Number:</b> 303FKY	<b>Lic. Plate Year:</b> 0	<b>VIN Number:</b>
<b>Disposition Date:</b> 2009-05-19	<b>Disposition:</b> Dismissed by DA		
<b>Charge Number: 2</b>	<b>Charge:</b> Driving Under The Influence		<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2008-06-01	<b>Offense Date To:</b>	<b>Offense Time:</b>	
<b>Class:</b> M (Unclassified Misdemeanor)	<b>BAC:</b> 0.900	<b>Statute:</b> 42-4-1301(1)(a)	
<b>Lic. Plate State:</b> CO	<b>Lic. Plate Number:</b> ██████████	<b>Lic. Plate Year:</b> 0	<b>VIN Number:</b>
<b>Disposition Date:</b> 2009-05-19	<b>Disposition:</b> Dismissed by DA		

<b>Hearings/Trials</b>					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2009-05-19	03:00 PM	2	Plea & Sentencing Hearing	Hearing Held	Steven B Fieldman (22839)
2009-05-07	09:30 AM	2	Plea & Sentencing Hearing	Continued by Parties	Steven B Fieldman (22839)

2009-05-04	08:30 AM	2	Review	Vacated	Steven B Fieldman (22839)
2009-03-24	08:30 AM	2	Setting	Hearing Held	Steven B Fieldman (22839)
2009-03-17	08:30 AM	2	Setting NOTE: FURTHER PROCEED	Hearing Held	Steven B Fieldman (22839)
2009-01-16	10:00 AM	2	Pre-Trial Conference	Vacated	Steven B Fieldman (22839)
2008-12-17	10:15 AM	1	Pre-Trial Conference	Vacated	Kathleen K Hearn (10025)
2008-12-12	08:30 AM	2	Setting NOTE: MTN TO CONTINUE	Hearing Held	Steven B Fieldman (22839)
2008-11-05	02:30 PM	1	Plea & Sentencing Hearing	Vacated	Kathleen K Hearn (10025)
2008-08-01	09:45 AM	1	Pre-Trial Conference	Hearing Held	Kathleen K Hearn (10025)
2008-07-07	08:30 AM	1	Appearance of Counsel	Hearing Held	Kathleen K Hearn (10025)
2008-06-16	08:30 AM	8	Appearance on Bond	Hearing Held	First Appearance Center (900022)

**Other Case Activities**

Date	Code	Details/Notes
2009-05-19	CLDM	Case Closed-case Dismissed
2009-05-07	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-24	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-24	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-24	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-17	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-12	NOTC	Notice Filed DEF1/ Schierling, Erin John To Set 03 17 09 @ 930 Am /cdb
2008-12-12	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-12-05	MOTN	Motion DEF1/ Schierling, Erin John To Continue To Allow Defendant To Complete In Patient Treatment /cdb

2008-12-05	MOTN	Motion DEF1/ Schierling, Erin John Notice For 12 12 08 @ 8:30 Am /cdb
2008-11-18	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-11-05	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-09-11	DUIF	Alcohol Evaluation Filed
2008-08-01	EVLO	Alcohol Eval Ordered
2008-08-01	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-07-07	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-06-18	ENTR	Entry Of Appearance DEF1/ Schierling, Erin John ATY/ Tameier, Karl S
2008-06-18	RQST	Request Filed DEF1/ Schierling, Erin John For Disc /mrz
2008-06-16	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-06-02	ASWA	Affi In Suppt-warrantless Arr

**Judgments**

No Judgments Information

**Bonds**

<b>Bond Status Date:</b> 2009-05-19	<b>Bond Status:</b> Bond Released	
<b>Set Date:</b>	<b>Set Amount:</b> 0.00	<b>Set Type:</b>
<b>Adjusted Date:</b>	<b>Adjusted Amount:</b> 0.00	
<b>Post Date:</b> 2008-06-01	<b>Post Amount:</b> 1500.00	<b>Post Type:</b> Surety
<b>Surety Holder:</b> Speaks, Tambrey T		
<b>Professional License Number:</b> 403521		
<b>Surety Status:</b>		
<b>Power Number:</b> T3-50097867		

**Financial Summary**

No Financial Information

Date Printed: 07/21/2015

People Of The State Of Colorado Vs. Schierling, Erin John - 2006T3874 - Pueblo County

<b>Summary</b>		
<b>Case #:</b> 2006T3874 (County)	<b>Location:</b> Pueblo County	<b>Date Filed:</b> 2006-11-02
<b>Case Status:</b> Closed;	<b>Date Case Closed:</b> 2009-05-19	<b>Date of Speedy Trial:</b> N/A
<b>Case Type:</b> Driving Under the Influence	<b>Appealed:</b> N	<b>E-Filed:</b> N
<b>Judge or Magistrate:</b> Steven B Fieldman	<b>Division:</b> 304	<b>Bar Number:</b> 22839
<b>Related Cases:</b> N/A		

**Participants**

<b>Party Type:</b> Defendant	<b>Person Status:</b> Not Applicable	
<b>Name:</b> Schierling, Erin John	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b> Schierling, Erin John Schierling, Erin John Schierling, Erin John	Historical Address ██████████ Pueblo CO 81005  Historical Address ██████████ Pueblo CO 81005  Historical Address ██████████ Pueblo CO 81005  Active Address ██████████ Pueblo CO 81005  Home : ██████████	<b>Attorney Role:</b> Private Attorney <b>Attorney Name:</b> Malouff, Theodore J <b>Attorney Bar #:</b> 6408 <b>Primary Attorney:</b> No  <b>Attorney Role:</b> Private Attorney <b>Attorney Name:</b> Tamer, Karl S <b>Attorney Bar #:</b> 21012 <b>Primary Attorney:</b> Yes
<b>Birthdate:</b> ██████████ <b>Gender:</b> M <b>Race:</b> W <b>Drivers License:</b> CO ██████████ <b>SSN:</b> ██████████ <b>StateID:</b> ██████████		

<b>Party Type:</b> The People of the State of CO	<b>Person Status:</b> Not Applicable	
<b>Name:</b> The People Of The State Of Colorado,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>		
<b>Birthdate:</b>		

CONFIDENTIAL

CONFIDENTIAL

<b>Gender:</b>	
<b>Race:</b>	
<b>Drivers License:</b>	
<b>SSN:</b>	
<b>StateID:</b>	

<b>Charges / Dispositions</b>																								
<b>Arresting Agency</b>																								
<b>Arresting Agency:</b> Pueblo County Sheriff Dept	<b>Arrest Date:</b> 2006-11-02	<b>Arrest Time:</b>																						
<b>Ticket/Summons Number:</b> 27354	<b>Arrest Number:</b> 164238	<b>Case Number:</b> 06SO19359																						
<b>Final Disposition on Charges</b>																								
<b>Charge Number:</b> 1	<b>Charge:</b> Driving Under The Influence	<b>Status:</b> Main Charge																						
<b>Offense Date From:</b> 2006-11-02	<b>Offense Date To:</b>	<b>Offense Time:</b>																						
<b>Class:</b> M (Unclassified Misdemeanor)	<b>BAC:</b> 0.310	<b>Statute:</b> 42-4-1301(1)(a)																						
<b>Plea Date:</b> 2007-04-18	<b>Plea:</b> Plea of Guilty																							
<b>Disposition Date:</b> 2007-04-18	<b>Disposition:</b> Guilty																							
<b>Sentence Date:</b> 2009-05-19	<b>Sentence Type:</b> Sentence by Court	<b>Sentence Status:</b> Active																						
<table border="0"> <tr> <td><b>Court Costs - T, M, CR</b></td> <td>21.00 Dollar Amount</td> <td rowspan="14"> <b>No Consecutive / Concurrent sentences.</b>   <b>Comments:</b>                      **5/19/09** DEF APPRS WITH ATD TAMALER; ADMITS VIOLATION PROBATION REVOKED ANDTERMINATED; 6 MONTHS JAIL CONCURRENT WITH 08T4220 DAY FOR DAY CREDIT FOR INPATIENT TREATMENT; STAY OF EXECUTION ON JAIL; DEF TO APPEAR 11/13/09 AT 8:30AM; BOND RELEASED AND DISCHARGED /MDB                      ** 12-14-10 DEF APPEARS W/ATD TAMELER TO SHOW COMPLIANCE AND VERIFY START DATEFOR 73 DAYS OF JAIL W/WORK RELEASE GRANTED                      DEF TO START JAIL BY 01-24-10 AT NOON /SLA                 </td> </tr> <tr> <td><b>Victim Compensation Fund</b></td> <td>25.00 Dollar Amount</td> </tr> <tr> <td><b>LEAF Assessment</b></td> <td>90.00 Dollar Amount</td> </tr> <tr> <td><b>Alcohol Eval Fee</b></td> <td>181.00 Dollar Amount</td> </tr> <tr> <td><b>VAST min for off after 5/1/03</b></td> <td>78.00 Dollar Amount</td> </tr> <tr> <td><b>Brain Injury Fund (Traumatic)</b></td> <td>15.00 Dollar Amount</td> </tr> <tr> <td><b>Community Service</b></td> <td>72.00 Hour(s)</td> </tr> <tr> <td><b>Probation Alcohol Supervision</b></td> <td>18.00 Month (s) Revoked</td> </tr> <tr> <td><b>Persistent Drunk Driving Schg</b></td> <td>100.00 Dollar Amount</td> </tr> <tr> <td><b>Breath/Blood Test Cost</b></td> <td>120.00 Dollar Amount</td> </tr> <tr> <td><b>Jail</b></td> <td>6.00 Month (s)</td> </tr> </table>	<b>Court Costs - T, M, CR</b>	21.00 Dollar Amount	<b>No Consecutive / Concurrent sentences.</b>  <b>Comments:</b> **5/19/09** DEF APPRS WITH ATD TAMALER; ADMITS VIOLATION PROBATION REVOKED ANDTERMINATED; 6 MONTHS JAIL CONCURRENT WITH 08T4220 DAY FOR DAY CREDIT FOR INPATIENT TREATMENT; STAY OF EXECUTION ON JAIL; DEF TO APPEAR 11/13/09 AT 8:30AM; BOND RELEASED AND DISCHARGED /MDB ** 12-14-10 DEF APPEARS W/ATD TAMELER TO SHOW COMPLIANCE AND VERIFY START DATEFOR 73 DAYS OF JAIL W/WORK RELEASE GRANTED DEF TO START JAIL BY 01-24-10 AT NOON /SLA	<b>Victim Compensation Fund</b>	25.00 Dollar Amount	<b>LEAF Assessment</b>	90.00 Dollar Amount	<b>Alcohol Eval Fee</b>	181.00 Dollar Amount	<b>VAST min for off after 5/1/03</b>	78.00 Dollar Amount	<b>Brain Injury Fund (Traumatic)</b>	15.00 Dollar Amount	<b>Community Service</b>	72.00 Hour(s)	<b>Probation Alcohol Supervision</b>	18.00 Month (s) Revoked	<b>Persistent Drunk Driving Schg</b>	100.00 Dollar Amount	<b>Breath/Blood Test Cost</b>	120.00 Dollar Amount	<b>Jail</b>	6.00 Month (s)	
<b>Court Costs - T, M, CR</b>	21.00 Dollar Amount	<b>No Consecutive / Concurrent sentences.</b>  <b>Comments:</b> **5/19/09** DEF APPRS WITH ATD TAMALER; ADMITS VIOLATION PROBATION REVOKED ANDTERMINATED; 6 MONTHS JAIL CONCURRENT WITH 08T4220 DAY FOR DAY CREDIT FOR INPATIENT TREATMENT; STAY OF EXECUTION ON JAIL; DEF TO APPEAR 11/13/09 AT 8:30AM; BOND RELEASED AND DISCHARGED /MDB ** 12-14-10 DEF APPEARS W/ATD TAMELER TO SHOW COMPLIANCE AND VERIFY START DATEFOR 73 DAYS OF JAIL W/WORK RELEASE GRANTED DEF TO START JAIL BY 01-24-10 AT NOON /SLA																						
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<b>Community Service</b>	72.00 Hour(s)																							
<b>Probation Alcohol Supervision</b>	18.00 Month (s) Revoked																							
<b>Persistent Drunk Driving Schg</b>	100.00 Dollar Amount																							
<b>Breath/Blood Test Cost</b>	120.00 Dollar Amount																							
<b>Jail</b>	6.00 Month (s)																							
<b>Sentence Date:</b> 2007-04-18	<b>Sentence Type:</b> Sentence by Court			<b>Sentence Status:</b> Void																				

<b>Court Costs - T, M, CR</b>	21.00 Dollar Amount	<b>No Consecutive / Concurrent sentences.</b>  <b>Comments:</b> MONITORED BY ALCOHOL UNIT LEVEL 2 ALCO ED; 86 HRS ALCO TX IOP TRACK D; W/ AWARENESS INST CONSUME NO ALCOHOL OR ILLEGAL DRUGS INCLUDING MOUTHWASH AND CAUGH SYRUP NO NEW VIOLATIONS OF LAW EXCEPT MINOR TRAFFIC LESS THAN 8 PTS AND FISH/GAME NO DRIVING WITHOUT VALID LICENSE/INSURANCE REPORT CHANGES OF ADDRESS TO THE COURT WITHIN 10 DAYS NO RESTITUTION RANDOM BA'S 40 AA MEETINGS ANTABUSE IF MEDICALLY ABLE MADD VICTIM IMPACT PANEL 90 DAYS JAIL WITH WORK RELEASE CONSIDERED TO START ON: MAY 13, 2007 AT 8AM \$75 UPS FEE; REPORT TO ROOM 137 TODAY COST OF PROS TO: PUEBLO COUNTY SHERIFF DEPT BOND RELEASED AND DISCHARGED /MDB
<b>Victim Compensation Fund</b>	25.00 Dollar Amount	
<b>LEAF Assessment</b>	90.00 Dollar Amount	
<b>Alcohol Eval Fee</b>	181.00 Dollar Amount	
<b>VAST min for off after 5/1/03</b>	78.00 Dollar Amount	
<b>Brain Injury Fund (Traumatic)</b>	15.00 Dollar Amount	
<b>Community Service</b>	72.00 Hour(s)	
<b>Probation Alcohol Supervision</b>	18.00 Month (s)	
<b>Persistent Drunk Driving Schg</b>	100.00 Dollar Amount	
<b>Breath/Blood Test Cost</b>	120.00 Dollar Amount	
<b>Jail</b>	90.00 Day(s)	

<b>Charge Number: 2</b>	<b>Charge:</b> Driving Under Restraint-alcohol-related	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2006-11-02	<b>Offense Date To:</b>	<b>Offense Time:</b>
<b>Class:</b> M (Unclassified Misdemeanor)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-2-138(1)(d)
<b>Disposition Date:</b> 2007-04-18	<b>Disposition:</b> Dismissed by DA	
<b>Charge Number: 3</b>	<b>Charge:</b> Headlamps-failure To Display	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2006-11-02	<b>Offense Date To:</b>	<b>Offense Time:</b>
<b>Class:</b> TIA (Class A Traffic Infraction)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-204
<b>Disposition Date:</b> 2007-04-18	<b>Disposition:</b> Dismissed by DA	

<b>Hearings/Trials</b>					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2009-12-14	08:30 AM	2	Setting	Hearing Held	Steven B Fieldman (22839)
2009-11-13	08:30 AM	2	Review	Continued by Parties	Steven B Fieldman (22839)
2009-05-19	03:00 PM	2	Plea & Sentencing Hearing	Hearing Held	Steven B Fieldman

					(22839)
2009-05-07	09:30 AM	2	Plea & Sentencing Hearing	Continued by Parties	Steven B Fieldman (22839)
2009-05-04	08:30 AM	2	Setting	Vacated	Steven B Fieldman (22839)
2009-03-24	08:30 AM	2	Setting	Hearing Held	Steven B Fieldman (22839)
2009-03-17	08:30 AM	2	Setting NOTE: FURTHER PROCEED	Hearing Held	Steven B Fieldman (22839)
2009-01-16	10:00 AM	2	Pre-Trial Conference	Vacated	Steven B Fieldman (22839)
2008-12-12	08:30 AM	2	Setting NOTE: MTN TO CONTINUE	Hearing Held	Steven B Fieldman (22839)
2008-11-18	11:00 AM	2	Rtrn on Summ for Rev of Prob	Continued by Parties	Steven B Fieldman (22839)
2008-10-15	05:00 PM	2	Review NOTE: REVO PENDING	Vacated	Steven B Fieldman (22839)
2008-09-18	05:00 PM	2	Review NOTE: 18 MO PRBA	Hearing Held	Adele Konkel Anderson (11344)
2007-04-18	09:30 AM	2	Plea Hearing	Hearing Held	Adele Konkel Anderson (11344)
2007-04-10	09:30 AM	2	Sentencing Hearing NOTE: EVAL ORDERED	Continued by Parties	Adele Konkel Anderson (11344)
2007-01-31	09:30 AM	2	Pre-Trial Conference	Hearing Held	Adele Konkel Anderson (11344)
2006-12-15	09:30 AM	2	Pre-Trial Conference	Hearing Held	Adele Konkel Anderson (11344)
2006-11-15	08:30 AM	2	Appearance on Bond	Hearing Held	Adele Konkel Anderson (11344)

#### Other Case Activities

Date	Code	Details/Notes
2010-05-19	ORDR	Order Granting Motn To Withdraw As Counsel Of Record /spf
2010-05-14	MOTN	Motion DEF1/ Schierling, Erin John

		To Withdraw As Counsel Of Record Proposed Order /pjb
2010-01-28	ORDR	Order DEF1/ Schierling, Erin John Approving Work Release /spf
2010-01-27	RQST	Request Filed For Work Release /glr
2009-12-14	FOJ	Final Order Of Judgment
2009-12-14	MITA	Amended Mittimus Issued Day Due: 0000000000000000 DEF1/ Schierling, Erin John
2009-11-13	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-11-13	ROPN	Reopened
2009-05-19	FOJ	Final Order Of Judgment
2009-05-19	POST	Closed After Post Judgment
2009-05-19	POST	Closed After Post Judgment
2009-05-07	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-24	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-17	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2009-03-12	NOTC	Notice Filed DEF1/ Schierling, Erin John To Set 03 17 09 @ 830 Am /cdb
2008-12-12	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-12-05	MOTN	Motion DEF1/ Schierling, Erin John To Continue To Allow Defendant To Complete In Patient Treatment /cdb
2008-12-05	MOTN	Motion DEF1/ Schierling, Erin John Notice For 12 12 08 @ 8:30 Am /cdb
2008-11-18	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2008-10-07	CERT	Certificate Filed Of Mailing Summ On 11 18 08 At 11am By Da On 10 7 08 /gbt
2008-09-30	ROPN	Reopened
2008-09-19	CRVP	Cmplnt For Revoc Of Probation W/prop Summ /glr
2008-06-	RPRT	Report

04		Ups Compliant 72 Hours Ordered / 72 Hours Completed /sbm
2007-12-11	FOJ	Final Order Of Judgment
2007-05-04	ORDR	Order Approving Work Release /mdb
2007-05-02	MOTN	Motion Application For Work Release /jmc
2007-05-01	FOJ	Final Order Of Judgment
2007-04-18	CLAD	Case Closed
2007-04-18	FOJ	Final Order Of Judgment
2007-04-18	FOJ	Final Order Of Judgment
2007-04-18	MITA	Amended Mittimus Issued Day Due: 000000000000000 DEF1/ Schierling, Erin John
2007-04-18	MITI	Mittimus Issued Day Due: 000000000000000 DEF1/ Schierling, Erin John
2007-04-09	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2007-03-06	DUIF	Alcohol Evaluation Filed
2007-02-13	RPRT	Report Def Faild To Reprt To Alc Eval /jmc
2007-01-31	EVLO	Alcohol Eval Ordered
2006-11-03	ENTR	Entry Of Appearance & Waiver Of Advsmt Filed By Atd /bar
2006-11-02	ASWA	Affi In Suppt-warrantless Arr
2006-11-02	SACF	Summons And Complaint Filed

<b>Judgments</b>
No Judgments Information

<b>Bonds</b>		
Bond Status Date: 2007-04-18		
Bond Status: Bond Released		
Set Date:	Set Amount: 0.00	Set Type:

<b>Adjusted Date:</b>		<b>Adjusted Amount:</b> 0.00		
<b>Post Date:</b> 2006-11-02		<b>Post Amount:</b> 10000.00		<b>Post Type:</b> Surety
<b>Surety Holder:</b> Rivera, Harvey P <b>Professional License Number:</b> 33358 <b>Surety Status:</b> <b>Power Number:</b> M087591				
<b>Financial Summary</b>				
Accounts Receivable	Amount Owed	Amount Paid	Amount Paid From Related Case	Outstanding Balance
Alcohol Evaluation & Supervision	\$181.00	\$181.00	\$0.00	\$0.00
Breath - Blood Fee	\$120.00	\$120.00	\$0.00	\$0.00
Court Costs - T, M, CR	\$21.00	\$21.00	\$0.00	\$0.00
LEAF Assessment	\$90.00	\$90.00	\$0.00	\$0.00
Persistent Drunk Driver Surcharge	\$100.00	\$100.00	\$0.00	\$0.00
Time Payment Fee	\$25.00	\$25.00	\$0.00	\$0.00
Traumatic Brain Injury Trust Fund	\$15.00	\$15.00	\$0.00	\$0.00
VAST minimum for offense on/after 5/1/03	\$78.00	\$78.00	\$0.00	\$0.00
Victim Compensation Fund	\$25.00	\$25.00	\$0.00	\$0.00
Accounts Receivable Balance	\$655.00	\$655.00	\$0.00	\$0.00
<b>Case Fees</b>				<b>Amount Collected</b>
Useful Public Service Fee				\$75.00
Total Collected				\$75.00

Date Printed: 07/21/2015

People Of The State Of Colorado Vs. Schierling, Erin John - 2004T4141 - Pueblo County

<b>Summary</b>		
<b>Case #:</b> 2004T4141 (County)	<b>Location:</b> Pueblo County	<b>Date Filed:</b> 2004-09-30
<b>Case Status:</b> Closed;	<b>Date Case Closed:</b> 2006-01-12	<b>Date of Speedy Trial:</b> N/A
<b>Case Type:</b> Driving Under the Influence	<b>Appealed:</b> N	<b>E-Filed:</b> N
<b>Judge or Magistrate:</b> Kathleen K Hearn	<b>Division:</b> 1	<b>Bar Number:</b> 10025
<b>Related Cases:</b> N/A		

<b>Participants</b>		
<b>Party Type:</b> Agency		
<b>Person Status:</b> Not Applicable		
<b>Name:</b> Meals On Wheels,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>	Active Address [REDACTED] Pueblo CO 81003	
<b>Birthdate:</b>		
<b>Gender:</b>		
<b>Race:</b>		
<b>Drivers License:</b>		
<b>SSN:</b>		
<b>StateID:</b>		
<b>Party Type:</b> Agency		
<b>Person Status:</b> Not Applicable		
<b>Name:</b> Ywca,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>	Historical Address [REDACTED] Unknown XX  Active Address [REDACTED] Pueblo CO 81003	
<b>Birthdate:</b>		
<b>Gender:</b>		
<b>Race:</b>		
<b>Drivers License:</b>		
<b>SSN:</b>		
<b>StateID:</b>		
<b>Party Type:</b> Defendant		
<b>Person Status:</b> Not Applicable		
<b>Name:</b> Schierling, Erin John	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>

CONFIDENTIAL

CONFIDENTIAL

<b>Alias:</b> Schierling, Erin John Schierling, Erin John Schierling, Erin John	Historical Address [REDACTED] Pueblo CO 81005	<b>Attorney Role:</b> Private Attorney <b>Attorney Name:</b> Malouff, Theodore J <b>Attorney Bar #:</b> 6408 <b>Primary Attorney:</b> Yes
	Historical Address [REDACTED] Pueblo CO 81005	
	Historical Address [REDACTED] Pueblo CO 81005	
	Active Address [REDACTED] Pueblo CO 81005  Cellular [REDACTED]	
<b>Birthdate:</b> [REDACTED] <b>Gender:</b> M <b>Race:</b> W <b>Drivers License:</b> <b>SSN:</b> [REDACTED] <b>StateID:</b>		
<b>Party Type:</b> The People of the State of CO	<b>Person Status:</b> Not Applicable	
<b>Name:</b> The People Of The State Of Colorado,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>		
<b>Birthdate:</b> <b>Gender:</b> <b>Race:</b> <b>Drivers License:</b> <b>SSN:</b> <b>StateID:</b>		
<b>Charges / Dispositions</b>		
<b>Arresting Agency</b>		
<b>Arresting Agency:</b> Pueblo Police Dept	<b>Arrest Date:</b>	<b>Arrest Time:</b>
<b>Ticket/Summons Number:</b> U141687	<b>Arrest Number:</b>	<b>Case Number:</b>
<b>Final Disposition on Charges</b>		
<b>Charge Number:</b> 1	<b>Charge:</b> Driving Under The Influence	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2004-09-25	<b>Offense Date To:</b> 2004-09-25	<b>Offense Time:</b>
<b>Class:</b> M (Unclassified Misdemeanor)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1301(1)(a)
<b>Plea Date:</b> 2006-01-12	<b>Plea:</b> Plea Withdrawn	
<b>Plea Date:</b> 2004-11-03	<b>Plea:</b> Plea of Guilty	
<b>Disposition Date:</b> 2006-01-12	<b>Disposition:</b> Dismissed After Successful Complete	

<b>Disposition Date:</b> 2004-11-03		<b>Disposition:</b> Deferred Sentence	
<b>Sentence Date:</b> 2004-11-03		<b>Sentence Type:</b> Deferred Sentence Granted	<b>Sentence Status:</b> Active
<b>Court Costs - T, M, CR</b>	21.00 Dollar Amount	<b>No Consecutive / Concurrent sentences.</b>  <b>Comments:</b> OUT OF STATE PLEA/DONATION IN LIEU OF ALC CLASS AND UPS HRS CONSUME NO ALCOHOL OR ILLEGAL DRUGS NO VIOL OF LAW EXCEPT MINOR TRAFFIC VIOL OF 8 PTS OR LESS OR FISH/GAME NO DRIVING W/OUT VALID LICENSE/INSURANCE REPORT CHANGES OF ADDRESS/PHONE NUMBER TO COURT W/IN 10 DAYS DONATION \$300.00 TO SRDA MEALS ON WHEELS DONATION \$315.00 TO YWCA /MDB	
<b>VAST min for off after 5/1/03</b>	78.00 Dollar Amount		
<b>Victim Compensation Fund</b>	25.00 Dollar Amount		
<b>LEAF Assessment</b>	90.00 Dollar Amount		
<b>Court Ordered Contribution</b>	300.00 Dollar Amount		
<b>Court Ordered Contribution</b>	315.00 Dollar Amount		
<b>Deferred Sentence - Alcohol Probation</b>	1.00 Year(s)		
<b>Alcohol Eval &amp; Suprv</b>	1.00 Year(s)		
<b>Breath/Blood Test Cost</b>	23.50 Dollar Amount		

<b>Charge Number:</b> 2	<b>Charge:</b> Red Light-fail To Stop For Flashing	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2004-09-25	<b>Offense Date To:</b> 2004-09-25	<b>Offense Time:</b>
<b>Class:</b> TIA (Class A Traffic Infraction)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-605(1)(a)
<b>Disposition Date:</b> 2004-11-03	<b>Disposition:</b> Dismissed by DA	

<b>Charge Number:</b> 3	<b>Charge:</b> No Insurance-driver	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2004-09-25	<b>Offense Date To:</b> 2004-09-25	<b>Offense Time:</b>
<b>Class:</b> T1 (Class 1 Traffic Offense)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1409(2)
<b>Disposition Date:</b> 2004-11-03	<b>Disposition:</b> Dismissed by DA	

<b>Charge Number:</b> 4	<b>Charge:</b> Dui Per Se	<b>Status:</b> Dismissed
<b>Offense Date From:</b> 2004-09-25	<b>Offense Date To:</b> 2004-09-25	<b>Offense Time:</b>
<b>Class:</b> M (Unclassified Misdemeanor)	<b>BAC:</b> 0.000	<b>Statute:</b> 42-4-1301(2)(a)
<b>Disposition Date:</b> 2004-11-03	<b>Disposition:</b> Dismissed by DA	

<b>Hearings/Trials</b>			

Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2008-12-01	05:00 PM	1	Review NOTE: BW	Vacated	Kathleen K Hearn (10025)
2005-12-29	11:00 AM	1	Rtrn on Summ for Rev of Prob	Party Failed to Appear	Kathleen K Hearn (10025)
2005-12-05	10:00 PM	1	Review NOTE: REVO PENDING	Vacated	Kathleen K Hearn (10025)
2005-11-03	05:00 PM	8	End Deferred Jgm/Snt Hearing NOTE: 1 YR D/S	Hearing Held	First Appearance Center (900022)
2004-11-03	01:30 PM	8	Pre-Trial Conference	Hearing Held	First Appearance Center (900022)
2004-10-25	10:00 AM	8	Arraignment	Hearing Held	First Appearance Center (900022)

Other Case Activities		
Date	Code	Details/Notes
2006-01-12	MINO	Minute Order (no Print) Def Compliant; Bw Recalled, Ojw Fee Waived; Dda Stephen Cornetta Withdraws Petrn To Revoke; Def Discharged From D/s /mlm
2006-01-12	POST	Closed After Post Judgment
2006-01-12	WRRC	Warrant Recall Per Div 1 /mlm
2005-12-29	WFTA	Warrant Failur To Appear; Expiration Date: 2008-12-29 DEF1/ Schierling, Erin John 500 Pr Statewide Extradition Dfta For Rsmr 122905 Ret Mon Thru Fri 830 A Pueblo Cty Ct Div 1 320 W 10th St Pueblo Co 81003 /mlm Bond Type: Personal Recognizance
2005-11-22	ROPN	Reopened
2005-11-10	MOTN	Motion Motn To Revoke Deferred Sent Filed By Da /bar
2005-11-09	MINO	Minute Order (no Print) Revo To Be Filed Per Dda Mark Scarr /mlm
2005-04-14	LETR	Letter From Ywca Proof Of Donation /trg
2005-01-06	LETR	Letter To Def Re Nsf Check. /jlk
2004-11-16	RPRT	Report Failure To Contact Probation Dept/alcohol Unit /trg
2004-11-03	CLAD	Case Closed
2004-10-	FPCM	Finger Print Order Compliance

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2004-10-12	ENTR	Entry Of Appearance ATY/ Malouff, Theodore J Filed By Atd Malouff /mdb
2004-09-30	FPOR	Fingerprint Order
2004-09-30	SACF	Summons And Complaint Filed

<b>Judgments</b>	
No Judgments Information	

<b>Bonds</b>		
Bond Status Date: 2006-01-12		
Bond Status: Bond Vacated		
Set Date: 2005-12-29	Set Amount: 500.00	Set Type: Personal Recognizance
Adjusted Date:	Adjusted Amount: 0.00	
Post Date:	Post Amount: 0.00	Post Type:

<b>Financial Summary</b>				
<b>Registry</b>	<b>Received by Court</b>	<b>Disbursed by Court</b>	<b>Payment in Process</b>	<b>Balance Held by Court</b>
Contribution	\$615.00	\$615.00	\$0.00	\$0.00
Registry Balance	\$615.00	\$615.00	\$0.00	\$0.00
<b>Accounts Receivable</b>	<b>Amount Owed</b>	<b>Amount Paid</b>	<b>Amount Paid From Related Case</b>	<b>Outstanding Balance</b>
Contribution	\$615.00	\$615.00	\$0.00	\$0.00
Breath - Blood Fee	\$23.50	\$23.50	\$0.00	\$0.00
Court Costs - T, M, CR	\$21.00	\$21.00	\$0.00	\$0.00
LEAF Assessment	\$90.00	\$90.00	\$0.00	\$0.00
NSF Fee	\$20.00	\$20.00	\$0.00	\$0.00
NSF USER Fee	\$10.00	\$10.00	\$0.00	\$0.00
Outstanding Judgment/Warrant Fee	\$30.00	\$30.00	\$0.00	\$0.00
Time Payment Fee	\$25.00	\$25.00	\$0.00	\$0.00
VAST minimum for offense on/after 5/1/03	\$78.00	\$78.00	\$0.00	\$0.00
Victim Compensation Fund	\$25.00	\$25.00	\$0.00	\$0.00
Accounts Receivable Balance	\$937.50	\$937.50	\$0.00	\$0.00



Proposed  
affirmative  
findings

This matter came on for a rehearing on the application of Main Street Cannabis 401 W. Main Street, in Trinidad, Colorado, for a Retail Marijuana Store, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on July 21, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the first hearing, makes the following **FINDINGS**:

1. The application is complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.
2. The application appears to be in substantial compliance with all of the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.
3. According to the testimony of the applicant, the application does not contain any material misrepresentations.
4. The proposed marijuana business complies with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed marijuana business will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.
5. \_\_\_\_\_ testified in favor of granting the license.  
\_\_\_\_\_ testified in opposition of granting the license. No other persons testified in favor of or in opposition to the granting of the licenses.
6. The applicant, through the facts and evidence adduced as a result of the City's investigation and testimony provided, has made a prima facie showing that the applicant owners are of good moral character and any employees of this entity will likewise be of good moral character.
7. The City Clerk's report showed that there are currently 30 medical and retail marijuana licenses overall approved within the City of Trinidad, with 11 ownerships, at 12 addresses.
8. Based on the evidence presented at the hearings and the investigative materials provided for the hearings, the City Council finds that the location of the businesses is appropriate, and that the applicant is of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of this business.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Store license at 401 W. Main Street in Trinidad, Colorado. The issuance of said license shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to possess product in advance of the license being issued.



## **INVESTIGATIVE REPORT**

**Applicant:** Main Street Cannabis

**Business Name:**

**Business Address:** 401 W. Main Street – Historic Preservation zoning

**Officers/Owners:** Jason E. Schierling, President, 639 Henry Avenue, Pueblo, CO 81005  
Erin J. Schierling, Operations Mngr/Shareholder, 639 Henry Ave., Pueblo, CO 81005

**Date of Application:** June 4, 2015

**Date Application Filed with Local Authority:** June 16, 2015

**Type of Request:** New License

**Type of License(s):** Retail Marijuana Store

**Hearing Date:** Tuesday, July 21, 2015, 7:00 p.m.

### **APPLICATION CONTENTS -**

**Applicant's Documents:** City of Trinidad Retail Marijuana License  
Application  
CUP Approval  
Lease  
Verified Consent of Property Owners for the Submission  
of an Application for Marijuana Business  
Articles of Organization  
Articles of Incorporation

Certificate of Good Standing  
Sales Tax License  
Diagram of Premises  
Individual History Record  
Fingerprints  
Security Alarm  
Exterior Security Lighting Plan  
Colorado Business Retail Marijuana License Application  
Colorado Retail Marijuana License Bond

City Documents: Notice of Public Hearing  
Certificate of Mailing  
Proof Publication on 7/1/15  
Certificates of Posting  
Departmental Reports

**LOCAL FEES -**

Local Fees Retail Marijuana Store:

Investigation	\$2500.00
License	<u>2500.00</u>
Total	\$5000.00

**TOTAL** \$5,000.00

Local fees have been paid. Applicant has been advised the City's investigation fee is non-refundable and in the event the license is denied, license fees only shall be refunded.

**ZONING -**

The proposed premise is zoned Historic Preservation, one of the appropriate zoning designations for location of a marijuana business pursuant to the Trinidad Municipal Code. A Conditional Use Permit request were heard by the Planning Commission on 9/9/14 and approved. The Conditional Use Permit was approved subject to four conditions. Abbreviated, the applicant must 1) comply with all state and local laws, rules, regulations relative to the operation of their business; 2) an air filtration plan must be submitted and approved by the Building Inspector; 3) the conditional use permit must be put into effect within one year or it will expire; 4) the applicant must comply with the reasonable requirements of all City officials with respect to establishment and operation of their business.

## **LEASE AGREEMENT -**

The lease agreement is between 401 W Main, LLC, landlord, and Main Street Cannabis, tenant. The term extends from November 1, 2014 through October 31, 2024. A notarized statement consenting to the submission of an application for a marijuana business as required by the Trinidad Municipal Code is provided.

## **BUSINESS/CORPORATE DOCUMENTS -**

Dated-stamped Articles of Organization for Main Street Cannabis as well as the Articles of Organization are provided. A Certificate of Good Standing issued by the Colorado Secretary of State is included. No Trade Name is registered under the corporation.

## **SALES TAX LICENSE -**

Sales Tax License #29989916-0000 was verified.

## **DIAGRAM OF PREMISES -**

The diagram identifies the proposed premises. The diagram depicts a check-in area, sales room, storage areas and the safe/DVR room. Initial plans indicate the proposed location of the security cameras, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The proposed premise is approximately 1,745 square feet. A security alarm system agreement was submitted. An exterior security lighting plan proposal was included in the camera schematic and submitted pursuant to the City's requirements.

## **OWNERSHIP INFORMATION/BACKGROUNDS FINGERPRINTING -**

Fingerprint cards were submitted to CBI/FBI on 6/29/15. Results were not received as of the date of this report. Local database checks done by the TPD found no records for the applicants.

## **RESIDENCY REQUIREMENT -**

Jason and Erin Schierling, the owners, meet the two-year Colorado residency requirement to hold a marijuana license.

## **COLORADO RETAIL MARIJUANA LICENSE DOCUMENTS –**

Copies of the entity's Colorado licensing documents were a required submittal with the City's application to obtain complete applicant information without redundancy. Those documents include the license applications and license bond.

### **NOTICES OF HEARING -**

Mailed to applicant – 6/29/15.

Published – 7/1/15.

Posted on the premises – 7/2/15.

### **DEPARTMENTAL REPORTS -**

Fire Chief Tim Howard indicated on 7/9/15 that inspections will be needed before opening.

The Building Inspector on 6/30/15 indicated his approval will be coincident with the issuance of the certificate of occupancy. He also indicated that no plans or permit were on record.

Police Chief Charles Glorioso on 6/29/15 also indicates that inspections must be completed by the department at the completion of the renovations/construction.

John Martinez from the Health Department was advised of the license and indicated the need for the business to have an inspection and pay the required fee.

Periodic inspections will continue throughout the process. Issuance of the licenses will only be done upon final approvals of all three departments and issuance of the Certificate of Occupancy.

### **OTHER REVELANT CONCERNS -**

#### **SCHOOL DISTANCES –**

There is a 1,000-foot limitation from a school for any marijuana business. The nearest school property is Goal Academy which is 1,187.24 feet from the nearest point of this property.

#### **LICENSED OUTLETS WITHIN THE CITY –**

M & M Distributing, LLC, 422 N. Commercial Street

Medical Center

M & M Distributing, LLC, 422 N. Commercial Street

M & M Distributing, LLC, 422 N. Commercial Street

M & M Distributing, LLC, 422 N. Commercial Street

T.P. Main Street, LLC, 821 E. Main Street

T.P. Main Street, LLC, 821 E. Main Street

T.P. Main Street, LLC, 821 E. Main Street

Trinidad's Higher Calling U, LLC, 1000 Independence Rd.

Peaceful Herbs, Ltd., LLC, 124 Santa Fe Trail

Southern Colorado Therapeutics, Inc. 1505 Santa Fe Trail

Canna Company, 3019 Toupal Drive

Canna Company, 3019 Toupal Drive

Faragosi Farms, Incorporated, 118 Santa Fe Trail

Faragosi Farms, Incorporated, 612 Hainlen Street

Faragosi Farms, Incorporated, 612 Hainlen Street

Dessimals, Inc., 137 W. Cedar Street

Freedom Road Garden, LTD, 2600 Freedom Road

The Grow Foundry, Inc. 1105 Constitution Drive

The Grow Foundry, Inc. 1105 Constitution Drive

Colorado Cannabis Associates, LLC, 453 N. Commercial St.

Medical Optional Premise  
Cultivation Operation

Retail Store

Retail Cultivation Facility

Medical Center

Medical Optional Premise  
Cultivation Operation

Medical Infused-Products  
Manufacturer

Medical Center

Retail Store

Retail Cultivation Facility

Retail Product

Manufacturing Facility

Medical Marijuana

Optional Premise

Cultivation Operation

Retail Marijuana Store

Retail Marijuana Store

Retail Marijuana Store

Retail Cultivation Facility

Retail Marijuana Store

Retail Cultivation Facility

Retail Product

Manufacturing Facility

Retail Marijuana Store

Retail Cultivation Facility

Medical Center

Medical Infused-Products

Manufacturer

Retail Marijuana Store

Retail Cultivation Facility

Medical Center

Medical Marijuana

Optional Premise

Cultivation Operation

Medical Infused-Products

Manufacturer

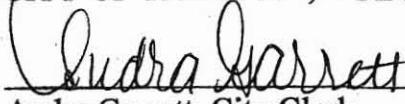
Retail Product

Manufacturing Facility

Retail Store

Dated this 14th day of July, 2015.

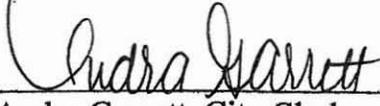
CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk

## CERTIFICATE OF MAILING

I hereby certify that on the 14th day of July, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Main Street Cannabis  
639 Henry Avenue  
Pueblo, CO 81005  
Certified Mail #7015 0640 0006 3841 6092

  
\_\_\_\_\_  
Audra Garrett, City Clerk



# CITY OF TRINIDAD

City Clerk's Office  
135 N Animas St  
P.O. Box 880  
Trinidad, Colorado 81082  
719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee _____		Square feet = \$ _____
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input checked="" type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant Main Street Cannabis  
 (Corporation/LLC)  
 Applicant Jason E. Schierling  
 (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) \_\_\_\_\_  
 Address of Premise 401 W. Main St. Trinidad, CO 81082  
 Mailing Address 639 Henry Ave Pueblo, CO 81005  
 Telephone (719) 924-0316 Email Address jasonschierling@gmail.com  
 Contact Person/Manager Jason Schierling Title President  
 Telephone (719) 924-0316 Email Address jasonschierling@gmail.com

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

Ownership  Lease  Other (explain in detail)

City of Trinidad  
 JUN - 4 2015  
 City Clerk's Office

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:\*\*

Landlord	Tenant	Expires
401 W. Main LLC	Main Street Cannabis	October 31, 2024

**\*\*If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.**

**ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION**

Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Retail Marijuana License.

1. Fingerprinting by the Trinidad Police Department for:
  - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
  - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
  - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
  - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
  
2. Lease or Deed – Evidence of Possession
  
3. Conditional Use Permit approval
  
4. Copy of alarm system contract
  
5. Copy of state sales tax license
  
6. Certificate of Good Standing
  
7. Affidavit of Lawful Presence (Sole Proprietors only)
  
8. Diagram of Premises:
  - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
  
9. Copy of State Application with attachments

**LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST**

1. Name: Jason E. Schierling Title: President  
Address: [REDACTED] Pueblo, CO 81005  
Financial Interest: 50%

2. Name: Erin J. Schierling Title: Operations Manager/Shareholder  
Address: [REDACTED] Pueblo, CO 81005  
Financial Interest: 50%

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

6. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

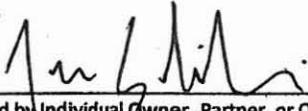
7. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

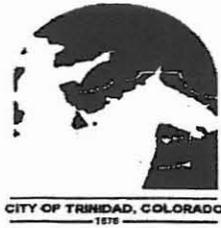
By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

***I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.***

Signed:  Title: President  
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Jason Schieling Date: 5/18/15





City of Trinidad  
Planning Department  
135 N. Animas  
Trinidad, CO 81082  
Telephone (719)-846-9843 Ext 136  
Fax (719)-846-4140  
planning@trinidad.co.gov

Organic Solutions  
74 N. McCulloch Blvd. Ste. 120  
Pueblo West, CO 81007

September 11, 2014

RE: CUP Application #2014-RMS-22

Dear Jason,

On September 9, 2014 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate a retail marijuana store at 401 W. Main St. subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.
2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.
3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.
4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.

If you have any questions, please don't hesitate to contact me.

Thank you,

*Louis Fineberg*

Louis Fineberg  
Planning Director

ume

CC: Chris Kelley, Building Inspector  
Les Downs, City Attorney  
Audra Garrett, City Manager  
File

LEASE

OSJ

October 13

This lease is made and entered into on ~~September~~, 2014 by and between 401 W MAIN LLC, a Colorado limited liability company whose address is 7011 Rio Grande Blvd NW, Albuquerque, NM 87107 (hereinafter referred to as Lessor or Landlord) and MAIN STREET CANNABIS, a Colorado LLC, whose address is 639 Henry Avenue, Pueblo, CO 81005 (hereinafter referred to as Lessee or Tenant). The Landlord and Tenant are sometimes hereinafter referred to as the Parties.

1.0 LEASED PREMISES

1.1. The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, under the terms and conditions of this Lease, the real property and the improvements thereon, a commercial building, commonly known as 401 W Main Street, Trinidad, CO 81082, more particularly described in Exhibit A attached hereto (hereinafter referred to as the *Retail Store*). The Retail Store hereinafter shall be referred to as the *Premises* or the *Leased Premises*. The Leased Premises and improvements include all items of personal property (whether or not attached to the realty) currently located on the Leased Premises.

2.0 TERM OF LEASE

2.1. Term. The term of the Lease shall be for a period of ten (10) years commencing on November 1, 2014, or earlier upon substantial completion of the following, and ending on October 31, 2024: Tenant must obtain all licenses and permits required to operate its business on the Premises. Tenant shall have the right to enter upon the Premises up to two weeks prior to the Lease commencement date, without any obligation for rent or operating expenses, for purposes of installing its own Tenant improvements, furniture and wiring.

2.2. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term or termination of the Lease by notice or otherwise as provided in this Lease, with Landlord's consent, such possession by Tenant shall be deemed a month-to-month tenancy terminable with 30 days written notice given by either Party. All provisions of this Lease shall apply to such month-to-month tenancy except those provisions regarding the Term and the Rent. The rent for the period of any holding over by Tenant shall be 200% of the rent in effect immediately before the month-to-month tenancy begins.

2.3. Option to Renew. Subject to the terms and conditions stated herein, Tenant shall have the right to extend the Term (the Renewal Option) for two additional periods of 5 years each commencing on the day following the Termination Date of the initial Term or any previously exercised renewal term, and ending on the 5<sup>th</sup> and 10<sup>th</sup> anniversary (respectively) of the Termination Date (the *Renewal Term*). If Tenant fails to give timely notice of its intention to exercise the option, the option shall terminate and Tenant shall have no further rights to extend the Term. The word *Term* when used herein shall mean the initial Term and the extended term, if any. It shall be a

OSJ

condition of Tenant's right to exercise the option to renew herein that Tenant is in compliance with all the terms and conditions of this Lease both at the time of Tenant's exercise of this option and at the time the renewal term is scheduled to commence; this condition may be waived by Landlord at its sole discretion and may not be used by Tenant as a means to negate the effectiveness of Tenant's exercise of this option.

2.4. Conditions for the Renewal Option. Tenant may exercise its option to renew this Lease provided that:

- a. Landlord receives notice of exercise (Initial Renewal Notice) not less than 9 full calendar months prior to the expiration of the then-current Term and not more than 12 full calendar months prior to the expiration of the then-current Term; and
- b. Tenant is not in default under the Lease beyond any applicable cure periods at the time that Tenant delivers its Initial Renewal Notice; and
- c. No part of the Premises has been assigned or sublet at the time that Tenant delivers its Initial Renewal Notice.

2.5. Terms Applicable to Premises During Each Renewal Term.

- a. The Monthly Rent rate for the Premises during the Renewal Term shall increase by 10% per month. See section 3.2 below. Tenant shall pay all rent during the Renewal Term in the manner and method in which Tenant is obligated to pay rent to Landlord under Article Three.
- b. Tenant shall pay all Taxes and Expenses for the Premises during the Renewal Term of the Lease, in the manner and method in which Tenant pays or reimburses Landlord for Tenant's share of Taxes and Expenses applicable to such items in accordance with Articles 5 and 6.
- c. If Tenant is entitled to and properly exercises its Renewal Option, Landlord shall prepare an amendment (the *Renewal Amendment*) to reflect changes in the Rent, Term, Termination Date and other appropriate terms. The Renewal Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Renewal Notice or other written agreement by Landlord and Tenant, and Tenant shall execute and return the Renewal Amendment to Landlord within 30 days after Tenant's receipt of same.

### 3.0 RENT

3.1. Monthly Rent. Tenant shall pay to Landlord, monthly, in advance, in lawful money of the United States, without deduction, set off or demand, as the *Monthly Rent*, the sum of \$2,779.00 per month for the Term of this Lease. If the first or last month of the Lease term is less than a full month, the first or last month's rent, respectively, shall be prorated in the same proportion that the portion of the month for which the Premises are leased bears to the full month.

3.2. Commencement of Monthly Rent. The obligation for Monthly Rent shall commence November 1, 2014. However, rent for November 2014 shall be deferred and paid April 10, 2015; rent for December 2014 shall be deferred and paid May 10, 2015. Rent for January 2015 shall be paid January 1, 2015 and all Monthly Rent hereafter shall be payable monthly on the first day of each month for the ensuing month.

3.3. Late Payment. If any payment of rent is received more than seven (7) days after its due date, Tenant shall pay a late charge of 10% of the total monthly rent to cover the cost of administration, inconvenience and paperwork. Further, and in addition to the late charge, a charge of \$50.00 shall be paid by Tenant for each check presented and returned unpaid. Nothing herein shall affect or extend any time for giving any notice or curing any default under Section 14.1. below.

3.4. Payment of Rent in Cash. The Parties anticipate that rent may be paid in cash. At Lessor's option, Tenant shall make all cash payments of rent by direct deposit in Lessor's bank account in Trinidad, CO. Lessor shall furnish its account information to Tenant after execution of this Lease. Nothing herein shall prohibit Lessor from changing banks or accounts or electing to receive rent payments in any other form.

#### 4.0 SECURITY DEPOSIT

4.1. Security Deposit. Tenant shall pay to Landlord no later than June 10, 2015, the sum of \$5,000.00 (Five Thousand Dollars) which shall be held by Landlord as a security deposit to secure the performance by Tenant of each and every covenant and condition to be performed by Tenant under the terms of this Lease and any amendment or extension hereto.

4.2. Landlord shall deposit and maintain the security deposit, or any unused portion thereof, in any separate or commingled account of Landlord. Upon termination of this Lease, provided that Tenant has timely delivered the Premises to Landlord and is not in default of any of the terms of this Lease, Landlord shall pay to Tenant the remaining balance of the unused security deposit. Landlord shall not be required to pay Tenant interest on the security deposit at any time.

4.3. Landlord may use the deposit, or any part thereof, to cure any default of Tenant and upon notice, Tenant shall within ten days of such notice pay to Landlord the sum necessary to replace the amount so used. However, neither the security deposit nor the use thereof shall in any way limit any damages recoverable by Landlord against Tenant for any breach of this Lease.

#### 5.0 REAL AND PERSONAL PROPERTY TAXES, ASSESSMENTS, ETC.

5.1. Taxes. Tenant shall pay all real and personal property taxes, general and special assessments, or any substitute thereto, however denominated, (hereinafter referred to as *taxes*) assessed, levied or imposed upon the Leased Premises, including those assessed upon any personal property installed or located on the Premises, for any period during the term of this Lease, as provided herein. All taxes to be paid by Tenant hereunder shall be prorated as of the commencement date and expiration or termination of this Lease.

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5.2. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges (whether assessed to Tenant or assessed to Landlord either separately or as part of the real property assessment) that are levied or assessed against any and all personal property and trade fixtures installed in or located in, on or about the Leased Premises. Tenant shall provide Landlord with satisfactory evidence of such payments within 10 days after payment.

5.3. Real Property Taxes and Assessments. Tenant shall pay its proportionate share of all real property taxes, general and special assessments, including increases thereof, whether the increases result from increased rates or increased valuations assessed against the land, building or improvements for any reason whatsoever.

a. Tenant's proportionate share of such real property tax shall be One hundred percent (100%) of all such taxes attributable to the Leased Premises. Tenant shall also pay 100% of any taxes and assessments incurred for any improvements and work done by or for Tenant on the Premises.

b. Landlord shall promptly forward to Tenant a copy of the bill for such taxes and assessments after receipt thereof and Tenant shall pay Tenant's share of such real property taxes to Landlord no later than fourteen (14) days prior to the delinquency date therefore, which delinquency date is generally December 10 and April 10 of each year. Such amounts payable by Tenant for taxes and assessments shall be deemed additional rent and Landlord shall have all the remedies provided in the event of default in the payment of rent regarding Tenant's obligation for payment of taxes and assessments.

5.4. Payment and Reimbursement. In the event of the levy of any real or personal property taxes or assessments for which Tenant is liable hereunder, including but not limited to those assessed against Landlord for the Leased Premised or Tenant's personal property, if Landlord pays the same (which Landlord shall have the right to do regardless of the validity of such levy), Tenant shall, upon demand, pay and reimburse Landlord for the taxes so paid or levied against Landlord, or the proportion of such taxes resulting from such increase in assessment, as additional rent hereunder, plus interest at the legally maximum rate from the date the cost was incurred by Landlord to the date of reimbursement by Tenant.

6.0 UTILITIES. Tenant shall pay for all utilities furnished to Tenant and/or the Leased Premises, including but not limited to, gas, electricity, fuel, heat, power, garbage and all other utilities and services which may be used upon or furnished to the Tenant and/or the Premises during the term of this Lease.

## 7.0 USE OF PREMISES

7.1. Permitted Use. Tenant shall have the right to use the Premises for the sale of marijuana and its derivatives, including tangible and intangible merchandise of any kind, whether or not produced by Tenant. Qualified use of the Property shall include administrative functions of Tenant, general office use, and related storage of products and supplies. Tenant shall not use the Premises for any other purpose without Landlord's prior written consent.

7.2. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, obtain all permits and comply with all laws, ordinances and regulations of all applicable governmental and other agencies and entities relating to the Leased Premises now in force or hereafter enacted or enforced.

a. Landlord has no knowledge that the Premises are in violation of any applicable laws, codes or ordinances relating to the Premises as of the date of this Lease and believes, to the best of Landlord's actual knowledge, and without any independent investigation having been made by Landlord, that the Premises are in compliance with the applicable laws, including all hazardous waste and environmental laws. If the Premises shall later be found to have been in violation of any such laws, codes and/or ordinances on the date of this Lease which violation does not relate to and is not caused by Tenant's use thereof, Landlord shall correct such violations so that the Premises reasonably comply with such laws, codes and/or ordinances as of the date of this Lease. Notwithstanding the foregoing, in no event shall this obligation of Landlord apply to any violation caused by or arising out of or in connection with Tenant or Tenant's use of the Premises.

b. If the Premises shall later be found to have been in violation of any such laws, codes and/or ordinances after the date of this Lease which violation does not relate to and is not caused by Landlord, Tenant shall correct such violations as soon as practicable so that the Premises reasonably comply with such laws, codes and/or ordinances. Tenant shall be responsible for any compliance with the Americans with Disabilities Act of 1990, 42 USC 12101, et seq., and its implementing regulations, 28 C.F.R., part 36, and 49 C.F.R. parts 37 and 38 (ADA), affecting or applicable to the Leased Premises, including any building modifications that may be triggered by the requirements of this Lease.

c. Tenant hereby represents and warrants to Landlord that no hazardous materials will be brought into, on or under the Premises; that there will be no storage, treatment, release, generation, or disposal of any hazardous materials on, under, or from the Premises; and that no hazardous materials will be transported to or from the Premises. The term *hazardous materials* when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Premises, including, without limitation, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 United States Code §§9601-9675), the Resource Conservation and Recovery Act of 1976 (Title 42 United States Code §§6901-6992k). *Hazardous materials* shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

d. The covenants of Tenant regarding hazardous materials, as set forth in this Lease, shall survive the expiration or termination of the Term.

e. Landlord acknowledges that Tenant will operate a medical marijuana and/or retail marijuana establishment pursuant to a license granted in accordance with Article XVIII section 16 of the Colorado Constitution, the Colorado Retail Marijuana Code (CRS section 12-43.4-101 et seq), the Colorado Medical Marijuana Code (CRS 12-43.3-101 et seq) and various rules, ordinances

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and regulations promulgated thereunder (the Marijuana Codes). Tenant agrees to maintain its license and to comply with the Marijuana Codes at all times during the term of this Lease. Failure to do so by commission or omission of any act by Tenant, its agents, representatives, employees or invitees shall constitute a material breach of this Lease which if not promptly cured, will be a default hereunder.

f. The Parties agree to work together in good faith to amend this Lease consistent with the terms and conditions stated herein if such amendments are necessary to conform to any guidance from the Marijuana Enforcement Division ("MED") or local authorities regarding compliance with state or local laws or regulations.

7.3. Waste. Tenant shall not commit or suffer to be committed any waste or destructive acts upon the Premises or any improvements on or relating to the Leased Premises. Nor shall Tenant commit or suffer to be committed any nuisances, including noxious smells, on the Leased Premises or relating to the business being conducted thereon by Tenant. Tenant shall not use the Premises for any unlawful purpose. Tenant shall conduct its business so that it does not constitute a nuisance to any other tenant or occupant of the building of which the Leased Premises are a part, or any neighboring property.

7.4. Insurance Burden. Tenant shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability or other insurance policy insuring the Premises or improvements on the Premises. Tenant shall, at its own cost and expense, comply with any and all requirements of Landlord's insurance carrier as for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and improvements on the Premises. Tenant shall pay the cost of Landlord's insurance, or reimburse Landlord for such insurance, upon presentation of the bills for such insurance.

## 8.0 CONDITION OF PREMISES, ALTERATIONS, REPAIRS AND MAINTENANCE

8.1. Current Condition. Tenant agrees that, by executing this Lease, Tenant accepts the Leased Premises (including all improvements) in their present AS IS condition, with the exception of improvements to be built by Landlord as summarized on Exhibit B attached hereto and made a part hereof, and Tenant agrees that the Premises are in good, clean, safe and tenantable condition as of the date of this Lease.

8.2. Maintenance. Tenant at its sole cost and expense shall keep and maintain the Premises, all the personal property, and all improvements, and appurtenances, and every part thereof in a good and sanitary order, condition, and repair, reasonable wear and tear excepted. Tenant's obligations hereunder shall include the obligation to make repairs either on or off the Premises which are necessary or required by law to make the Premises suitable for Tenant's use, and Tenant shall defend, indemnify and hold Landlord harmless against any obligation to make any repairs on or off the Premises or to any facilities on or off the Premises necessary for Tenant to use the Premises.

a. Tenant shall be responsible for and shall, at its sole cost and expense, replace

and repair any glass, fixture or appliance in the Leased Premises which becomes broken, regardless of cause or fault. Should Tenant fail to repair or replace any glass, fixture or appliance broken in the Leased Premises, Landlord may replace or repair the same and Tenant shall promptly reimburse Landlord for the cost thereof plus interest at the legally maximum rate from the date the cost was incurred by Landlord to the date of reimbursement by Tenant.

b. Tenant shall maintain the Premises in a clean and sanitary condition and maintain the Premises in compliance with all hazardous waste and environmental laws. If Tenant is cited for violations of any health and safety laws, including any hazardous waste or environmental laws or regulations, Tenant shall cure such violations within thirty (30) days. If Tenant does not cure such violations within thirty (30) days or is cited for such violations on more than one occasion during the term of the Lease, the Parties agree that it will be a material breach of this Lease and Landlord may terminate this Lease upon thirty (30) days' notice to Tenant. In addition, Landlord may pursue any remedy available to Landlord in law or equity.

8.3. Landlord's Consent Required. Tenant shall make no additions, alterations, changes or improvements in the Leased Premises (including any improvements which Tenant believes will increase the value of the Premises), or any part thereof, or make any repairs which change the Leased Premises in any material way, without prior written consent of Landlord. Tenant shall furnish Landlord adequate plans and specifications for such work. Should Landlord consent in writing to the alterations, additions, improvements or repairs, Tenant agrees to give Landlord a written notice of the commencement date of any such additions, alterations, improvements or repairs to be made in, to, or upon the Leased Premises not less than thirty (30) days prior to the commencement of any such work in order that Landlord may post appropriate notices of non-responsibility.

a. Any and all additions, alterations, improvements and fixtures, except moveable furniture and trade fixtures, made or placed in or on the Premises by Tenant or any other person shall become a part of the Leased Premises and belong to Landlord. Furniture and trade fixtures may be removed by Tenant only if no damage is caused to the Leased Premises, and the Premises are repaired and restored in a good and workmanlike manner to the condition of the Premises were in at the beginning of this Lease, or immediately prior to such removal, whichever is better as reasonably determined by Landlord, reasonable wear and tear excepted.

b. Notwithstanding the foregoing, at the option and request of Landlord, Tenant shall, at Tenant's expense, at the termination or expiration of this Lease, remove any and all additions, alterations, repairs, improvements or changes made by Tenant during the term of this Lease, whether pursuant to written permission or otherwise. Further, at the option of Landlord, Tenant shall, at Tenant's expense, restore the Premises to the same condition as the Premises were prior to the additions, alterations, repairs, improvements and/or changes having been made. All such work shall be done in a reasonable and workmanlike manner and without damage to the Premises.

8.4. Indemnity. Tenant shall defend, indemnify and hold Landlord harmless from any and all liability, damage or obligation, including personal injury, incurred in or arising out of, or in any way connected with any such alterations, changes, conditions, modifications, improvements, or

repairs. Tenant hereby waives any and all claims or rights, if any, it may have or in the future may acquire, against Landlord, its agents, attorneys, employees and representatives arising out of or in any way connected with any such alterations, changes, modifications, additions, improvements or repairs.

8.5. No Encumbrances. Tenant shall keep the Premises (including all the personal property) free and clear of any liens, claims, demands and encumbrances. If such lien, claim, demand or encumbrance is claimed or imposed upon Landlord or the Leased Premises, Tenant shall defend, indemnify, and hold harmless Landlord, the Leased Premises and the property of which the Leased Premises are a part, as to each such claim or lien, including all attorneys' fees and costs. Tenant's obligation for indemnity under this Lease shall be primary, not contributing with and not in excess of any insurance policy Landlord may have; neither Landlord nor Landlord's insurance carrier shall in any way be liable for the obligations of Tenant under this Lease.

8.6. Condition at Termination of Lease. Tenant shall, at the termination of this Lease, whether by expiration of time or otherwise, surrender and deliver the Leased Premises (including all the improvements) to Landlord, or to Landlord's agent, in as good condition as received by Tenant from Landlord, reasonable wear and tear excepted. Tenant further agrees to pay for all damage to the Premises (including all the improvements) as well as damage to other tenants or occupants thereof caused by the intentional or negligent acts or omissions of, or misuse of the Premises, improvements or appurtenances by Tenant, Tenant's agents and/or Tenant's invitees.

8.7. Payment and Reimbursement. If Tenant fails to make any repairs promptly and adequately or fails to maintain the Premises (including all the Equipment) in good order and repair, Landlord may, but shall not be required to, make such repairs and Tenant shall pay and reimburse Landlord promptly for the reasonable cost thereof plus interest at the legal maximum rate from the date Landlord incurs such expense until payment by Tenant to Landlord.

8.8. Bond Required. Further, as a condition to giving any consent for any alteration, remodeling, additions or repairs, Landlord may require Tenant to provide Landlord, at Tenant's expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure against any liability for mechanic's and materialman's liens and to insure completion of such work.

## 9.0 INSPECTION BY LANDLORD

9.1. Right to Inspect. Landlord and Landlord's agents, representatives and employees shall have the right to enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of the Lease, for the purpose of making repairs, alterations or additions to any portion of the property and building of which the Leased Premises are a part, including the erection of scaffolding, canopies, fences and props as may be required, for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, for the purpose of placing upon the property at any time *for sale* signs or within the last ninety (90) days of the Lease term *for rent* signs, and for the purpose of doing any other lawful act. All such acts may be done without any rebate of rent and without any liability to Tenant

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for any damage or loss, including but not limited to any loss of occupancy, any loss or damage to any business or to the quiet enjoyment of the Premises.

#### 10.0 INDEMNITY AND INSURANCE

10.1. Landlord's Liability. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property or business from any cause whatsoever and Tenant hereby waives all claims against Landlord for damages to any person or property (including Tenant's business and any loss in connection therewith) arising from any cause whatsoever at any time other than arising out of the willful or intentional acts of Landlord. Landlord shall defend, indemnify and hold Tenant and Tenant's agents, attorneys, representatives and employees free and harmless from any and all claims, liabilities, obligations, losses, damages and expenses, including all legal costs and attorneys' fees, for or on account of any damage or injury to any person or any real or personal property (including but not limited to any business and for business losses) resulting from Landlord's breach or failure to perform any of Landlord's obligations hereunder.

10.2. Tenant's Liability. Tenant shall pay for all damage to the Leased Premises, the Property in which the Leased Premises are located, and all parts thereof, as well as all damages to other tenants or occupants of the Property in which the Premises are located, caused by the negligent or willful act or omission or misuse or use of the Premises, or by any breach hereof, or by Tenant or any of Tenant's subtenants, assignees, agents, members, subscribers, or any other person using the Premises with or without the express or implied permission or knowledge of Tenant. Tenant shall defend, indemnify and hold Landlord and Landlord's agents, attorneys, representatives and employees free and harmless from any and all claims, liabilities, obligations, losses, damages and expenses, including all legal costs and attorneys' fees, for or on account of any damage or injury to any person or any real or personal property (including but not limited to any business losses of Tenant and for any damage caused by fire, water, or any natural disaster) resulting from Tenant's occupation or use of the Leased Premises and/or equipment, or otherwise arising out of or caused by any act, omission, failure or breach of Tenant or any of Tenant's agents, employees, or invitees, whether such act, omission or failure is willful, negligent or otherwise.

10.3. Liability Insurance. Throughout the term of this Lease, Tenant shall maintain, at Tenant's expense, and shall name Landlord as an additional insured thereunder, general liability insurance with a Broad Form Liability Endorsement in the amount of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate, to insure Tenant's obligations to indemnify Landlord against the injury to one or more persons and/or damage to property, including attorney's fees, arising out of or in connection with the Premises and/or the use and occupancy thereof.

a. The insurance required hereunder and all renewals thereof shall be issued by such good and responsible companies AA rated insurance companies qualified to do and doing business in Colorado as may be approved by Landlord, which approval shall not be unreasonably withheld. Tenant shall provide Landlord with satisfactory evidence of such insurance and Tenant shall obtain a written obligation on the part of the insurance carrier to notify Landlord in writing at least thirty (30) days prior to any cancellation thereof.

b. In the event Tenant fails to pay any insurance as provided in this Lease, Landlord may obtain any such insurance, and the cost thereof shall be paid by Tenant as additional rent with the first payment of rent which is due subsequent to Landlord's incurring such cost, and Landlord shall have all remedies to collect the same as rent as in this Lease and/or as otherwise provided by law for the collection of rent. The limits in any such insurance shall not limit Tenant's liability. Further, all such insurance policies shall be written as primary policies, not contributing with and not in excess of any policy Landlord may have.

10.4. All Risks Insurance. Tenant shall maintain on the Premises, at Tenant's sole cost and expense, an all risks insurance policy (including but not limited to providing standard fire and extended coverage insurance, vandalism, malicious mischief and Plate Glass endorsements, where applicable), to the extent of full replacement value thereof. The insurance policy shall name the Landlord, Tenant and any lender of Landlord, as their interests may appear, as the insured parties. The insurance policy shall provide that any proceeds shall be paid to Landlord.

10.5. Subrogation. All insurance policies required by this Lease shall provide that the insurance company waives all right of recovery by way of subrogation against any party to this Lease in connection with any damage covered by the policy. Landlord shall have no obligation hereunder to insure Tenant's property or other interests of Tenant and Tenant shall assume all responsibility for obtaining and maintaining any insurance therefor which Tenant desires.

10.6. Security. Tenant agrees to provide adequate security for its operations, products and personnel during the Lease term at its sole expense.

## 11.0 DESTRUCTION OR DAMAGE

11.1. Insured Damage. During the term of this Lease, if the Leased Premises are damaged or destroyed by a risk which is wholly insured against under a standard fire with extended coverage insurance policy then in existence so that the damage is fully paid for by the proceeds of such policy, Landlord shall be required to cause the repair of the property and the Lease shall continue in full force and effect. During the period of reconstruction of such damaged portion of the Premises, the rent for the Premises or that portion of the Premises that cannot be used shall be abated for the period of such non-usability. If the reasonable cost of such repair is 50% or more of the replacement cost of the building damaged, Landlord may, at Landlord's option, by giving notice to Tenant within thirty (30) days after the extent of such damage and reasonable cost to repair the same becomes known, terminate this Lease, to be effective upon such notice. In such event, this Lease shall terminate.

11.2. Uninsured Damage. During the term of this Lease, if the property is damaged or destroyed by a risk which is not wholly insured against under such standard fire insurance policy with extended coverage as may exist at such time of such damage, Landlord shall repair the damage or destruction if the cost of the uninsured portion thereof is equal to or less than 15% of the replacement cost of the improvements on the Leased Premises or \$20,000.00, whichever is less. If such cost is greater than the lesser of such sums, Landlord may, but shall not be obligated to, repair the damage or destruction. If Landlord elects not to make such repairs, Landlord shall give notice in writing to Tenant of such election within thirty (30) days after the extent of such damage and

reasonable cost to repair the same becomes known, Tenant shall have the right to make the repairs at its own cost and expense. Tenant shall make the election within thirty (30) days after written notice from Landlord that Landlord elects not to make the repairs. If neither Landlord nor Tenant so elects to make the repairs, then either the Tenant or the Landlord may, at their option, cancel this Lease for the remainder of the term hereof.

a. If the Lease is canceled, then Landlord shall restore to Tenant any unearned rent paid in advance by Tenant and any other property or money deposited by Tenant as security provided Tenant is not in default under the terms of this Lease. Tenant hereby waives any protection afforded by local law or any statutory law relating to the termination of leases relating to the circumstances covered in this Lease; any termination of this Lease due to destruction of the Premises shall be governed only by the terms of this Lease.

b. Any insurance proceeds received by Landlord because of the total or partial destruction of the Premises or the Property on which the Premises are located shall be the sole property of Landlord, free from any claims of Tenant, and may be used by Landlord for whatever purpose Landlord may desire. Notwithstanding the foregoing, Tenant shall be entitled to request such portion of the insurance proceeds that are for Tenant's trade fixtures and equipment and for any leasehold improvements paid for by Tenant, such leasehold improvements to be amortized based on the balance of the Lease term and cost, as opposed to useful life for income tax or other purposes.

11.3. Tenant's Obligation to Repair. Nothing herein shall alter the obligation of Tenant to repair any damage to the Premises, whether under this Lease or otherwise as provided by law.

## 12.0 CONDEMNATION

12.1. Condemnation. If at any time the whole or any part of the Leased Premises shall be condemned, this Lease shall as to the parts so taken, terminate as of the date title shall vest in the condemning agency and all proceeds payable by the condemning agency shall belong to Landlord, except that Tenant shall have the right in connection with any such condemnation to assert all claims available to it for its trade fixtures and equipment, to the extent that such award or payment does not affect or diminish the award or payment representing the fee interest of Landlord in the Premises, including ownership in the improvements.

12.2. Definition. Condemnation shall include the taking for any public or quasi-public use or purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord and those having the authority to exercise such right regarding all or a portion of the Leased Premises.

12.3. Termination of Lease. If the entire Leased Premises, or such a substantial portion of the Leased Premises so that the balance of the Leased Premises is not reasonably suitable for the conduct of Tenant's normal business operations therein is so taken, this Lease and the term hereof shall cease and expire, at the option of either Party, on the date of transfer of possession in connection with such condemnation.

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### 13.0 ASSIGNMENT OR SUBLEASE

13.1 Landlord's Consent Required. Tenant shall not assign, sublease or otherwise transfer either voluntarily or by operation of law, this Lease, or any interest therein, or in the Leased Premises or any portion thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. In the event of any such assignment or sublet, Tenant shall continue to remain fully responsible to Landlord for the performance of all the terms and conditions of this Lease.

a. Tenant shall have the right to assign this Lease to any affiliated or successor entity with 30 days prior written notice to Landlord. An entity will be deemed affiliated if there is more than 50% common ownership of Tenant and its transferee. An entity will be deemed a successor entity if the current owners of Tenant own more than 50% of the transferee.

b. Further, a consent by Landlord to one assignment or sub-letting or other transfer shall not be deemed to be a consent to any subsequent assignment, sub-letting, or transfer. In the event of any such proposed assignment or subletting, Tenant shall pay Landlord's reasonable attorney's fees incurred in connection therewith, not to exceed \$1,500, and if the assignment or subletting is permitted, Tenant shall pay Landlord 50% of all compensation received from the permitted assignee, directly or indirectly, in excess of the rent then being charged under this Lease.

13.2. Transfer of Beneficial Interest. If Tenant is a corporation, limited liability company or other business entity, the transfer of 50% or more of the beneficial interests, however effected, in one or more transactions, shall constitute an assignment hereunder for which written consent is required. Any of the foregoing acts without prior written consent shall be void and, at the option of Landlord, shall terminate this Lease.

13.3. Assignment. Landlord and Tenant agree that any rent or other consideration received or to be received by, for the benefit of or on behalf of Tenant as a result of any sublet or assignment is hereby assigned to Landlord and shall be paid directly to Landlord as additional rent under this Lease and shall not reduce or affect any other obligation of Tenant under this Lease.

### 14.0 DEFAULT

14.1 Events of Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

a. Failure to pay rent when due, if the failure continues for three (3) days after notice has been given to Tenant. Notice of default in the payment of rent may be given at any time after the due date of such payment.

b. Abandonment or vacation of the Premises prior to the expiration of the term of this Lease.

c. Failure to perform any provision of this Lease if the failure to perform is not

cured within three (3) days after notice had been given to Tenant. If the default cannot reasonably be cured within the three (3) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the three (3) day period and diligently and in good faith continues to cure the default to completion.

- d. The filing of a bankruptcy proceeding in which Tenant is the bankrupt.
- e. The appointment of a receiver for the assets of Tenant or any assignment for the benefit of creditors.
- f. Loss or suspension of tenant's license issued pursuant to the Marijuana Codes.

14.2 Remedies. In the event of any default by Tenant, Landlord shall have the following remedies. The following remedies are not exclusive but are cumulative and in addition to any remedies now or later provided or permitted by law.

a. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitations, broker's commissions, expenses or remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining terms of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any re-letting. No act by Landlord allowed by this section shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sub-let its interest in this Lease, but Tenant shall not be released from any liability under this Lease. Landlord's consent to a proposed assignment or sub-letting shall not be unreasonably withheld.

b. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of this Lease or Tenant's right to possession of the Leased Premises. On termination, Landlord has the right to recover from Tenant the following:

- (i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;
- (ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

c. *The worth, at the time of the award* as used in (i) and (ii) of this section is to be computed by allowing interest at the rate of 10% per annum. *The worth, at the time of the award* in (iii) of this paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award.

## 15.0 SIGNS

15.1 Landlord's Consent Required. Tenant shall have the right to post a sign at the entrance of the Retail Store, with the prior written consent of the Landlord, provided that the sign conforms to all zoning and local requirements. Tenant shall have the right, upon obtaining Landlord's prior written consent and approval, to place additional signage on the Premises for the purpose of identifying Tenant's business as long as the sign does not damage the Premises, is aesthetically complementary to the building, and is not in bad taste. Tenant shall pay for the cost of such signs and shall be responsible and pay for the removal thereof at the termination of the Lease or upon vacating the Premises by Tenant and for returning the Premises to their condition that existed prior to the placement of such sign. In no event shall any sign be permitted if it damages the Premises.

## 16.0 SUBORDINATION: ESTOPPEL

16.1 Subordination. This Lease shall be superior to any encumbrance recorded after the date of this Lease affecting the Leased Premises, improvements, building, and Property of which the Premises are a part. However, if a lender requires that this Lease be subordinated to any such encumbrance, this Lease shall be subordinated to such encumbrance at the discretion of the Landlord. Notwithstanding the foregoing, any provision of this Lease concerning the disposition of insurance proceeds on destruction of the Premises and the provisions of this Lease concerning the disposition of any condemnation award shall prevail over any conflicting provisions in any encumbrance. Tenant shall execute such written agreements and other documents required by the lender to accomplish the purpose of this section.

16.2 Estoppel. Within fifteen (15) days' notice from Landlord, Tenant shall execute and deliver to Landlord, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of the monthly rent, the amount of the last month's rent and how it was determined, the dates to which rent has been paid, the amount of any security deposit or prepaid rent and any other reasonable information requested about the Lease. If Tenant fails to deliver such certificate within fifteen (15) days, Tenant irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute and deliver the certificate to any third party. Failure to deliver the

certificate within fifteen (15) days shall be conclusive upon Tenant for the benefit of Landlord and any successor of Landlord, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord.

## 17.0 SURRENDER OF PREMISES

17.1 Surrender of Premises. On expiration of the Lease or ten (10) days after the termination of the Term of this Lease, whichever is first, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, reasonable wear and tear excepted, except as otherwise provided in Article 8 above. Tenant shall remove all its personal property within the above-stated time and shall perform all restoration required under the terms of this Lease within that time.

17.2 Tenant's Property. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination of the term as allowed or required by this Lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of such ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damages to Tenant or Tenant's property resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposing of any alterations or Tenant's personal property.

17.3 Indemnity. If Tenant fails to surrender the Premises to Landlord on such expiration or ten (10) days after termination of the term as required hereunder, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to timely surrender the Premises, including, without limitation, claims by Landlord's succeeding tenant resulting from Tenant's failure to timely surrender the Premises.

## 18.0 NOTICES

18.1 Notices. Notices regarding any matters arising out of the terms of this Lease or otherwise required under this Lease shall be given personal delivery or by certified mail, return receipt requested. Notices to the Landlord shall be addressed to Landlord at 7011 Rio Grande Blvd NW, Albuquerque, NM 87107, and notices to Tenant shall be addressed to Tenant at 639 Henry Avenue, Pueblo, CO 81005, or at such other addresses as the parties shall direct in writing and by giving notice in the manner set forth in this section. If mailed, the notice shall be deemed communicated two (2) days from the time of mailing if mailed as provided in this section and correctly addressed.

## 19.0 MISCELLANEOUS PROVISIONS

19.1 Waiver. The waiver by Landlord of any right or remedy of Landlord or of any default by Tenant shall not be deemed a waiver of such right or remedy or of such default for any other or subsequent occurrence. Further, any waiver shall not be deemed a waiver of any of any other

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provisions of this Lease and the receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default, excepting only the rent so paid.

19.2. Sale or Transfer of Premises. If Landlord sells or transfers all or any portion of the Premises, building, other improvements, and/or Property of which the Premises are a part, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid rent to Landlord's successor and on such transfer, Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

19.3. Attorney's Fees. If either Party commences a legal action against the other Party arising out of or in connection with this Lease, the losing Party shall pay the prevailing Party's reasonable attorney's fees and costs of such action. If Landlord becomes a party to any litigation concerning this Lease, the Leased Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the Tenant or Tenant's agents or representatives, Tenant shall pay the reasonable attorney's fees and court costs incurred by Landlord in such litigation.

19.4. Time is of the Essence. Time is of the essence of this Lease.

19.5. Successors. This Lease shall be binding upon and inure to the benefit of the Parties, their successors, representatives, and assigns; provided, however, this provision shall not be construed as a waiver of the restrictions against subletting, assigning or transferring this Lease.

19.6. Money Payable in United States Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States.

19.7. Severability. The enforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal and the Lease shall continue in full force and effect.

19.8. Real Estate Brokers. Tenant acknowledges that the Landlord is not represented by any brokers in connection with this Lease. Tenant represents that Tenant is not represented by any brokers in connection with this Lease. Tenant represents that Tenant has not dealt with any real estate broker, finder, or other person, with respect to this Lease in any manner. Tenant shall defend, indemnify and hold the Landlord harmless from all damages resulting from any claims that may be asserted against the Landlord by any broker, finder, or other person with whom Tenant has or purportedly has dealt.

19.9. Entire Agreement. This Agreement contains the entire Agreement of the Parties and supersedes any prior written or oral agreements between the Parties concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto relating to the subject matter contained in this Agreement, which are not fully expressed herein.

19.10. Agreement to Perform Necessary Acts. Each Party or successor in interest to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19.11. Interpretation. Where the context so requires, the use of the neuter gender will include the masculine and feminine genders and the singular shall include a corporation, partnership, LLC or other form of association.

19.12. Captions. Sections, titles or captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any of its provisions.

19.13. Remedies Not Exclusive. Unless otherwise indicated, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

19.14. Effect of the Law. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation, the latter shall prevail, but in such event the provisions of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

19.15. Business Language. The Parties agree that all communication between Landlord and Tenant shall be conducted in English. If required for the reasonable conduct of business, Tenant shall provide an interpreter at Tenant's sole cost and expense.

19.16. Authority. If tenant is a corporation, limited liability company or other entity, Tenant shall deliver to Landlord before execution of this Lease a certified copy of the resolution of Tenant's Board of Directors (or Partners/Members/Managers, as appropriate) authorizing the execution of this Lease and naming the officers of the corporation or other entity who are authorized to execute this Lease on behalf of the corporation or other entity.

19.17. Personal Guaranty. If tenant is a corporation, limited liability company or other entity Tenant shall deliver to Landlord before execution of this Lease a personal guaranty in the form attached to this Lease as Addendum II, executed by a person whose net worth exceeds \$3 million, with a copy of such person's financial statements.

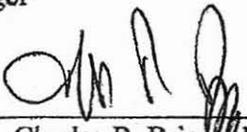
19.18. Colorado Law. This Lease shall be construed and interpreted in accordance with the law of the State of Colorado.

*Signature Page Follows*

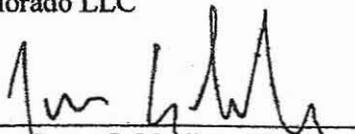
IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of  
Oct. 13<sup>th</sup>, 2014.

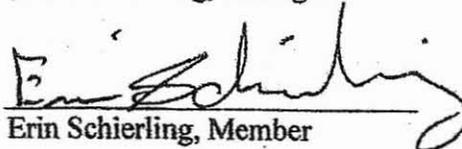
**LANDLORD:**  
401 W MAIN LLC,  
a Colorado limited liability company

By: Briggs Properties Co., LLC  
A New Mexico limited liability company,  
Manager

By:   
Charles R. Briggs, Manager

**TENANT:**  
MAIN STREET CANNABIS,  
a Colorado LLC

By:  10/13/14  
Jason Schierling, Manager

Attest:  10/13/2014  
Erin Schierling, Member

**LEASE EXHIBIT A**  
**401 W MAIN STREET RETAIL STORE**  
**TRINIDAD, COLORADO**

Legal Description of the Retail Store

The real property to be leased, consisting of the current building and future Retail Store / marijuana establishment, approximately ~~1341~~ square feet, the address of which is 401 Main Street, Trinidad, CO 81082 in Animas County, zoned commercial, described as OTS BLK 111, Part of Lots 1 and 2, fronting 76.5 feet on Animas and 76.6 feet on West Main Street.

OR

**LEASE EXHIBIT B  
401 W MAIN STREET RETAIL STORE  
TRINIDAD, COLORADO**

**Additional Obligations of Landlord and Tenant**

Landlord's Improvements to the Leased Premises.

NONE

CRP

**LEASE EXHIBIT C**  
**401 W MAIN STREET RETAIL STORE**  
**TRINIDAD, COLORADO**

**Personal Guaranty**

This is a Personal Guaranty by JASON SCHIERLING and ERIN SCHIERLING, hereinafter referred to individually as a Guarantor or collectively as the Guarantors, effective October 13 2014, for value received and in consideration for the consent of 401 W MAIN LLC, a Colorado limited liability company (hereinafter referred to as Landlord), in connection with the execution of a lease described below (the Lease).

1. Recitals. Landlord is the owner and landlord of the real property and the improvements thereon, a commercial building, commonly known as 401 w Main Street, Trinidad, Colorado 81082 (Retail Store). The Retail Store is hereinafter referred to as the Premises. Guarantor acknowledges that Landlord proposes to enter into a new lease for the Premises in which MAIN STREET CANNABIS, a Colorado LLC (hereinafter referred to as Tenant) will be the Tenant. Landlord desires to enter into such a Lease only if the Lease is personally guaranteed by a responsible person. Each Guarantor has provided Landlord a personal financial statement as of December 31, 2013, which each Guarantor certifies is true, correct and complete.

2. Consent. Landlord hereby grants consent to the execution of the Lease to Tenant in consideration for the personal guaranty of Guarantors.

3. Unconditional Guaranty. The Guarantors hereby jointly, severally and unconditionally guaranty to Landlord (i) the prompt payment of rent due to Landlord in accordance with the terms of the Lease, (ii) strict compliance by Guarantors with the covenants and conditions of the Lease, and (iii) any other agreement now or hereafter executed by the Tenant or a Guarantor in connection with the Lease, in accordance with the terms and conditions provided herein.

a. This is a guaranty of payment and performance and not of collectability; it is not conditional or contingent upon the genuineness, validity, regularity or enforceability of the Lease or instruments relating to the obligations hereby guaranteed or the pursuit by Landlord of any remedies that Landlord has or may hereafter have.

b. The liability of each Guarantor on this Guaranty shall not be affected by the release or discharge of Tenant in any creditor proceeding, receivership, bankruptcy or other proceeding; the impairment, limitation, or modification of the liability of Tenant, or of any remedy for the enforcement of Tenant's liability resulting from the operation of any present or future provision of the Bankruptcy Code as amended (Title 11 of the US Code) or any similar state law statute or court decision; any rejection or disaffirmance of any liability of Tenant in any such proceeding; or the cessation of Tenant's liability to Landlord for any reason.

CRP

4. Modification, Waiver or Release of Security. Each Guarantor shall continue to be liable under this Guaranty and its provisions shall remain in full force and effect notwithstanding:

a. Any modification, agreement or stipulation between Landlord and Tenant or a Guarantor, or their respective successors and assigns with respect to the Lease; or

b. Landlord's waiver of or failure to enforce any terms, covenants or conditions contained in the Lease or any modification of the Lease; or

c. Any release of any real or personal property or other security then held by Landlord for the performance of the obligations hereby guaranteed.

5. Enforcement. Each Guarantor agrees that Landlord may enforce this Guaranty without the necessity of resorting to or exhausting any security deposit or collateral of Tenant. Each Guarantor waives the right to require Landlord to proceed against Tenant to foreclosure any deposit or lien on any real or personal property, to exercise any right or remedy under the Lease or other Agreement, to pursue any other remedy or to enforce any other right. Each Guarantor hereby waives any demand or notice of any kind, any right under any applicable law or statute of limitation affecting the enforceability of this Guaranty, and any provision of law, including legal or equitable discharge, which may conflict with the terms of this Guaranty, whether now in existence or subsequently enacted or adopted.

6. Notice. Whenever the Parties desire to give or receive any notice, demand or request with respect to this Guaranty, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to Landlord as set forth in the Lease, and addressed to Guarantor as set forth below. Such communication sent shall be effective three (3) days after being deposited in the United States mail. Each Party hereto may change its address for such notice or communication by giving notice to other Party in conformity with this paragraph.

7. Successors and Assigns. This Guaranty shall be binding on each Guarantor, each Guarantor's heirs, representatives, administrators, executors, successors and assigns. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa, if the context so requires.

8. Release. A Guarantor cannot be released from the obligation under this Guaranty except by written document duly executed by Landlord or by compliance with the terms of the Lease.

9. Attorney's Fees. Guarantors shall forthwith pay to Landlord the amount of all attorneys' fees and costs incurred by Landlord pursuant to this Personal Guaranty or in defense or enforcement of Landlord interests in the Lease or this Guaranty (whether or not Landlord files a lawsuit against Guarantors) in the event Landlord retains counsel, or incurs costs in order to obtain legal advice to enforce, or seek to enforce, any of Landlord's rights; commence, intervene in, respond to, or defend any action or proceeding; file or prosecute a claim in any action or proceeding (including, without limitation, any probate claim, bankruptcy claim, third party claim, or secured

creditor claim); or represent Landlord in any litigation with respect to a Guarantor's affairs. If a Guarantor or Landlord files any lawsuit against the other based upon this Guaranty, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs.

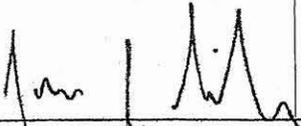
10. Other Provisions.

a. Each Guarantor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Guaranty, including promptly providing current financial statements to Landlord upon request.

b. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

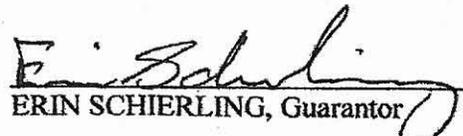
c. Time is of the essence under this Guaranty; any amendment, modification or revision of this Guaranty must be in written form. This Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, each Guarantor has executed this Personal Guaranty as of the date set forth below.

  
\_\_\_\_\_  
JASON SCHIERLING, Guarantor

639 Henry Ave Pueblo, CO 81005  
Address

10/13/14  
Date:

  
\_\_\_\_\_  
ERIN SCHIERLING, Guarantor

639 Henry Ave Pueblo CO 81005  
Address

10/13/2014  
Date:





Colorado Secretary of State  
 Date and Time: 10/10/2014 11:51 AM  
 ID Number: 20141620572  
 Document number: 20141620572  
 Amount Paid: \$1.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

**Main Street Cannabis**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address **639 Henry Ave**  
*(Street number and name)*

**Pueblo** **CO** **81005**  
*(City) (State) (ZIP/Postal Code)*

**United States**  
*(Province - if applicable) (Country)*

Mailing address  
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

*(City) (State) (ZIP/Postal Code)*

*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  
 (if an individual) **Schierling Jason Edward**  
*(Last) (First) (Middle) (Suffix)*

or  
 (if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Street address **639 Henry Ave**  
*(Street number and name)*

**Pueblo** **CO** **81005**  
*(City) (State) (ZIP Code)*

Mailing address  
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Schierling Jason Edward  
(Last) (First) (Middle) (Suffix)

or

(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 639 Henry Ave  
(Street number and name or Post Office Box information)

Pueblo CO 81005  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Schierling</u>	<u>Jason</u>	<u>E</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>639 Henry Ave</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Pueblo</u>	<u>CO</u>	<u>81005</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>	<small>(Country)</small>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Main Street Cannabis**

is a **Corporation** formed or registered on 10/10/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141620572.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/15/2015 that have been posted, and by documents delivered to this office electronically through 05/18/2015 @ 14:30:19.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/18/2015 @ 14:30:19 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9191619.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

ARTICLES OF INCORPORATION OF  
Main Street Cannabis

(CHAPTER S CORPORATION)

ONE: The name of this corporation is Main Street Cannabis.

TWO: The purpose of the corporation is to engage in the lawful act of selling recreational marijuana in the State of Colorado.

THREE: The name and address in this state of the corporation's initial agent for service of process are:

Jason Schierling  
639 Henry Ave.  
Pueblo, CO 81005

FOUR: The principal place of business for this Corporation will be:

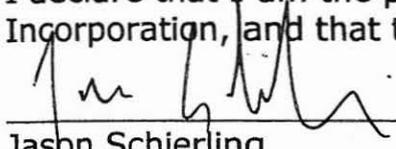
401 W. Main Street  
Trinidad, CO 81082

FIVE: This Corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares authorized to be issued is 1000.

SIX: This Corporation is formed under the regulations for Chapter S corporations and will seek Chapter S designation with the Internal Revenue Service. Accordingly, only persons who qualify as stockholders under Chapter S requirements may hold stock in the corporation.

Dated this 15<sup>th</sup> day of November, 2014.

I declare that I am the person who executed the above Articles of Incorporation, and that this instrument is my act and deed.

  
\_\_\_\_\_  
Jason Schierling

11/15/14

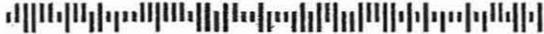
STATE CITY  
COLORADO TRINIDAD

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
29989916-0000	05	0102	017	C	080115	May	16	15	2015

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: Main Street Cannabis  
401 W MAIN ST TRINIDAD CO 81082-2623

**THIS LICENSE IS NOT  
TRANSFERABLE**



MAIN STREET CANNABIS  
ATTN: JASON SCHIERLING  
639 HENRY AVE  
PUEBLO CO 81005-1708

Executive Director  
Department of Revenue

▲ Detach Here ▲

Letter Id: L0862623168

### Important Verification Process

If you are new to Colorado sales tax visit: [www.Colorado.gov/revenue/salestaxbasics](http://www.Colorado.gov/revenue/salestaxbasics)

VERIFY that all information on your sales tax license is correct. Modify and update any errors you identify on the Internet through Revenue Online. **Access your tax account, file returns, submit payments, verify sales tax licenses and view sales tax rates through Revenue Online at [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline)**

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline)
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue**.

Now click on: **Enter Taxpayer Information**. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.

Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).

Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0862623168

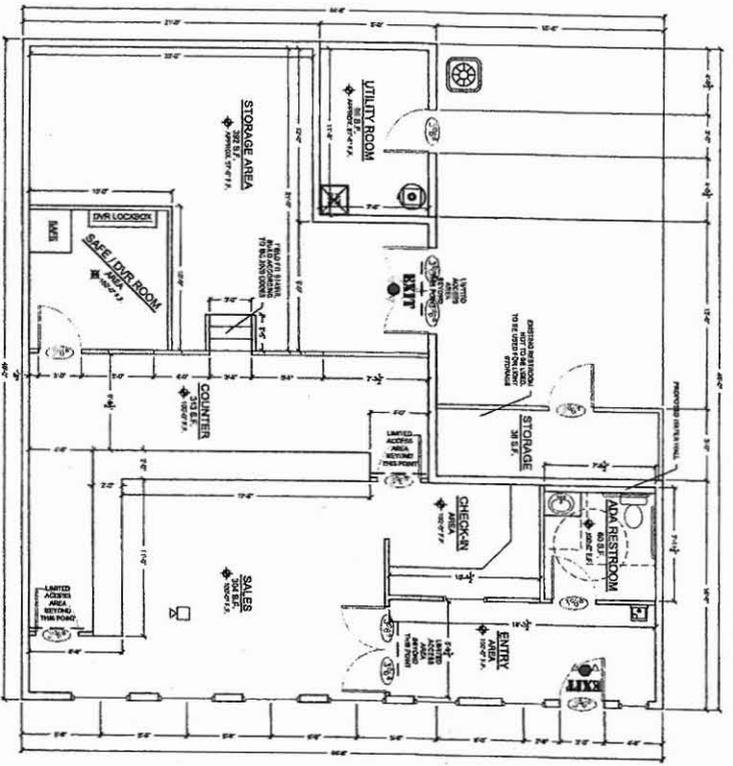
Then click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. ~~If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.~~

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the account. You do not need to create separate Login IDs and Passwords for each tax in your account.

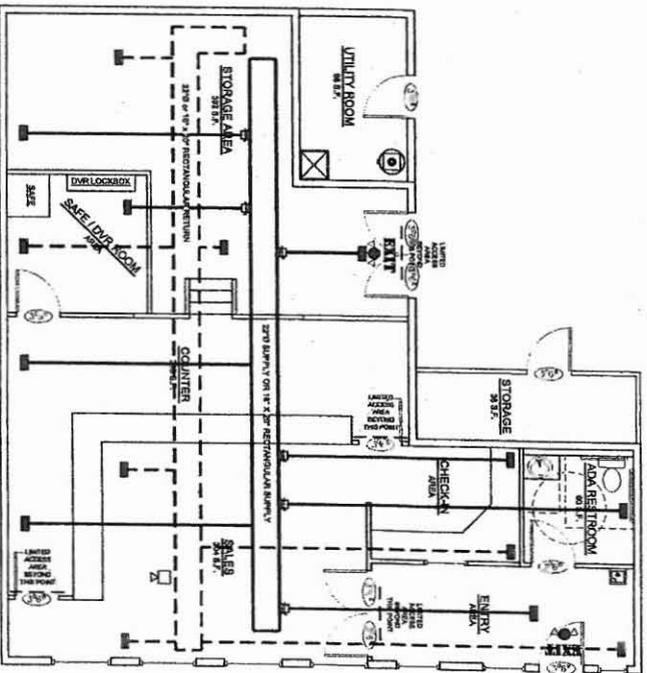
### Filing Returns

To file a return, go to Revenue Online ([www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline)). You must file a return for each reporting period. If you have no tax to report, file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. If you discontinue sales, you may close your business location through Revenue Online.

Learn more and avoid unnecessary errors by attending our **free sales tax classes!** Sign up at [www.TaxSeminars.state.co.us](http://www.TaxSeminars.state.co.us)



**PROPOSED FLOOR PLAN**  
SCALE: N = 1"=0'



**MECHANICAL PLAN**  
SCALE: N = 1"=0'

**DATA SHEET**  
 PROJECT NO. 2014-211  
 SHEET NO. A1  
 DATE: 04/15/14  
 SCALE: AS SHOWN  
 DRAWING NO. 2014-211-01  
 PROJECT NO. 2014-211  
 SHEET NO. A1



**PROPOSED SITE PLAN**  
SCALE: N = 20'-0'



**LOCALITY MAP**  
SCALE: N = 1"=100'

**LEGAL DESCRIPTION**  
 1/4 SECTION 16, T14N, R10E, S10W, DISTRICT 10, COLORADO

**PERMIT SET**

Carliano Engineering, Inc. - (719) 547-7073  
 P.O. Box 2500  
 Pueblo, CO 81004

11740 Englewood Blvd. Suite 8150  
 Pueblo, CO 81008

**MAIN STREET CANNABIS FLOOR PLAN**  
 401 W. MAIN ST

DESIGNED BY: JH	DATE: 04/15/14	SCALE: AS SHOWN
CHECKED BY: JH	DATE: 04/15/14	DRAWING NO. 2014-211-01
		SHEET NO. A1





Individual History Record  
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION  
NOT FOR PUBLIC DISCLOSURE

**PLEASE PRINT CLEARLY IN BLACK INK**

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company **MANAGING** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

**NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.**

1. Owner/Company Name Main Street Cannabis

2. D/B/A (Doing Business As) \_\_\_\_\_

3. Business address 401 W. Main St. Trinidad, CO 81087

4. Business License # Pending

5. Your Full Name (last, first, middle) Schierling, Jason Edward

6. List any other names you have used N/A

7. Mailing address (if different from residence) 639 Henry Ave Pueblo, CO 81005

8. Phone (719) 924-0316

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary)

<u>Organic Solutions Inc</u>	Location <u>74 N. McCulloch St 120 Pueblo West, CO 81007</u>
_____	_____

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.  
Organic Solutions Grow License # 403-01096

11. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>[REDACTED]</u>	<u>Pueblo, CO 81007</u>	<u>2005</u>	<u>2015</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
CO Development	639 Henry Ave Pueblo CO 81005	owner	2000	Present

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
Erin John Schierling	Brother	owner	Organic Solutions Inc.

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail.  YES  NO

I own both a medical marijuana dispensary & grow in Pueblo, Co

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail.  YES  NO

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition.  YES  NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail.  YES  NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail.  YES  NO

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth [redacted] b. Social Security Number SSN [redacted] c. Place of Birth [redacted] d. U.S. Citizen?  YES  NO

e. If Naturalized, State where [redacted] f. When [redacted] g. Name of District Court [redacted]

h. Naturalization Certificate Number [redacted] i. Date of Certification [redacted] j. If an Alien, Give Alien's Registration Card Number [redacted]

k. Permanent Residence Card Number [redacted]

l. Height [redacted] m. Weight [redacted] n. Hair Color Brown o. Eye Color Brown p. Sex Male q. Race [redacted]

r. Do you have a current Driver's License?  YES  NO If so, give State and Number [redacted]

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

[Empty lines for bank information]

AFFIDAVIT

State of Colorado )
) ss.
County of Las Animas )

I, Jason E. Schickling, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for Main Street Cannabis
Name of Establishment

Located at 401 W. Main St. Trinidad, CO 81082, Trinidad, Colorado;
Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

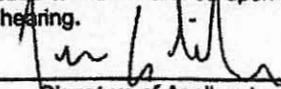
I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

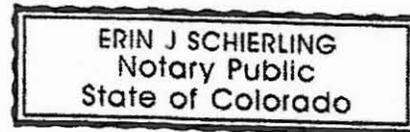
  
\_\_\_\_\_  
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 02 day of

June, 2015, by Erin Schierling

Witness my hand and official seal.

My commission expires 02/07/2018.



\_\_\_\_\_  
Notary Public

Owner/Manager Approval (Required)

I, Jason E. Schierling, Owner/Manager of Main Street Cannabis  
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for \_\_\_\_\_  
Applicant's Printed Name Here



Individual History Record  
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION  
NOT FOR PUBLIC DISCLOSURE

**PLEASE PRINT CLEARLY IN BLACK INK**

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company **MANAGING** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

**NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.**

1. Owner/Company Name Main Street Cannabis

2. D/B/A (Doing Business As) \_\_\_\_\_

3. Business address 401 West Main Street Trinidad CO 81082

4. Business License # Pending

5. Your Full Name (last, first, middle) Schierling Erin John

6. List any other names you have used Aaron John Schierling

7. Mailing address (if different from residence) 1039 Henry Avenue Pueblo, CO 81005

8. Phone 1-719-766-1486

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary) Organic Solutions Inc.

Location 74 N. McCulloch Blvd Ste. 120 Pueblo West, CO 81007

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license. Organic Solutions Grow License # 403-010916

11. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>[REDACTED]</u>	<u>Pueblo, CO 81005</u>	<u>2005</u>	<u>2015</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER ADDRESS (STREET, NUMBER, CITY, STATE, ZIP) POSITION HELD FROM TO


13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE RELATIONSHIP TO YOU POSITION HELD NAME OF LICENSEE

Jason Edward Schierling brother Owner Organic Solutions


14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail.  YES  NO

I have a Medical Marijuana Dispensary and Medical Marijuana grow, both in Pueblo, CO.

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail.  YES  NO


16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition.  YES  NO

9/11/2001 - Disorderly conduct, dismissed 10/25/2004 - DUI, deferred sentence  
11/2/2006 - DUI, guilty plea, dismissed 6/1/2008 - DUI, dismissed  
10/28/2008 - DUI, guilty plea, dismissed 5/10/2010 - DUI, guilty plea, dismissed

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail.  YES  NO


18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail.  YES  NO

I have had five DUI's between 2004 and 2010.


PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth \_\_\_\_\_ b. Social Security Number SSN \_\_\_\_\_ c. Place of Birth \_\_\_\_\_ d. U.S. Citizen?  YES  NO

e. If Naturalized, State where \_\_\_\_\_ f. When \_\_\_\_\_ g. Name of District Court \_\_\_\_\_

h. Naturalization Certificate Number \_\_\_\_\_ i. Date of Certification \_\_\_\_\_ j. If an Alien, Give Alien's Registration Card Number \_\_\_\_\_

k. Permanent Residence Card Number \_\_\_\_\_

l. Height \_\_\_\_\_ m. Weight \_\_\_\_\_ n. Hair Color Blonde o. Eye Color Green p. Sex Male q. Race \_\_\_\_\_

r. Do you have a current Driver's License?  YES  NO If so, give State and Number \_\_\_\_\_

14. Financial Information

*This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company*

20. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AFFIDAVIT

State of Colorado )  
 ) ss.  
 County of Las Animas )

I, Erin Schierling, being first duly sworn, state that I am  
 Printed Name of Applicant

an applicant for a Medical Marijuana Center for Main Street Cannabis  
 Name of Establishment

Located at 401 West Main Street Trinidad CO 81082 Trinidad, Colorado;  
 Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

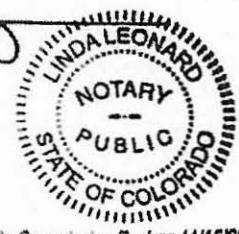
I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

Erin Schierling  
Signature of Applicant



The foregoing Affidavit was subscribed and sworn to before me this 5 day of 6, 2015, by Linda Leonard.

Witness my hand and official seal.  
My commission expires 11-15-2015.

Linda Leonard  
Notary Public

Owner/Manager Approval (Required)

I, Erin Schierling, Owner/Manager of Main Street Cannabis  
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for Erin Schierling  
Applicant's Printed Name Here

Applicant's Last Name (Please Print) Schierling	First Name Erin	Middle Name John
--	--------------------	---------------------

DR 8521 (07/08/10)  
 COLORADO DEPARTMENT OF REVENUE  
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

## ARREST DISCLOSURE FORM

If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Medical Marijuana Enforcement Division.

Any person licensed by the Medical Marijuana Enforcement Division, and any associated person to a licensee, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

**Please List Each Offense Separately**

<b>1</b>	Date of Offense 9/11/2001	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Dept.		
Original Charge Disorderly Conduct		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense) Misdemeanor Offense  Case was dismissed.		

<b>2</b>	Date of Offense 10/25/2004	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I was a few weeks away from leaving for Iraq for my first tour of duty. I was out with friends and drove home. I was arrested for driving under the influence. I left for Iraq and made an out of state guilty plea.  Disposition: Deferred Sentence		

Printed Name Erin Schierling	Medical Marijuana License Number 1902-00725
Signature <i>Erin Schierling</i>	Date 5/30/11



## Trinidad Police Department

2309 E Main St.  
Trinidad, Co 81082  
(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, Assistant City Manager  
From Det Sgt Phil Martin  
June 8, 2015

**RE: Jason Edward Schierling Main Street Cannabis**

**To whom it may concern:**

A check of various public data bases has been conducted by this agency. No information was located.

If additional information is required, please feel free to contact this agency



## **Trinidad Police Department**

**2309 E Main St.**

**Trinidad, Co 81082**

**(719) 846-4441 (719) 846-3728 (fax)**

**To Audra Garrett, Assistant City Manager**  
**From Det Sgt Phil Martin**  
**June 8, 2015**

**RE: Erin John Schierling Main Street Cannabis**

**To whom it may concern:**

A check of various public data bases has been conducted by this agency. No information was located.

If additional information is required, please feel free to contact this agency

## BURGLAR/FIRE ALARM AGREEMENT

THIS AGREEMENT is entered into this 13<sup>th</sup> day of May, 2015 by and between RACINE'S LOCKSMITHING & SECURITY of 802 West First, La Junta, Colorado 81050 ("Contractor") and Jason Schierling of Main Street Camacho ("Subscriber").  
401 W Main St  
Trinidad, CO 81082

### 1. Installation of Equipment

Contractor agrees to install for Subscriber leased burglar/fire alarm surveillance equipment according to specifications agreed to between Contractor and Subscriber and to monitor and maintain the equipment upon the terms and conditions set out in this Agreement.

Please note that some cities or countries require that you obtain a permit for the use and monitoring of the equipment. Local authorities may not respond to alarm notifications until all permits or licenses for use of the equipment have been obtained. If your home or business is located in such an area, you must at your own expense obtain all necessary permits or licenses and provide Contractor with the license or permit number.

### 2. Financial Terms

Subscriber shall pay to Contractor the following:

Equipment Charge  
Installation Charge  
Monitoring Fee  
Other

\$249  
\$49/mo

for period of

2 years

- a. The equipment fee applies only if the Subscriber is buying the equipment from Contractor. Equipment which is sold is sold "as is" without any warranty from Contractor. No express warranties have been made by Contractor. There is no implied warranty of merchantability by Contractor. The equipment is supplied "as is." There are no warranties of fitness by contractor. Subscriber should inform himself of manufacturers' warranties, if any, which may apply. See additional limitations on liability below.
  - b. Installation charge includes attachment to Subscriber's telephone. Subscriber is responsible for obtaining and maintaining telephone service at Subscriber's own cost and for obtaining and maintaining standard electric service at subscriber's own cost.
  - c. Monthly fees must be paid in advance on the first day of each month during the term of this Agreement and includes use of equipment (if leased), monitoring, and maintenance subject to the limitations contained below. Subscriber shall also pay all municipal, state or federal taxes, fees, or assessments now or hereafter applying to this service. Subscriber shall also pay any monthly telephone charges which apply directly to the telephone company and charges for electricity used by the equipment.
  - d. If any municipality levies a fee or fine or other cost for responding to any alarm, payment shall be the responsibility solely of Subscriber.
  - e. Subscriber agrees to pay in addition a service charge of 1-1/2% per month (which is 18% per year) on any amount which is past due 25 days or more.
  - f. If Subscriber fails to timely pay all charges, Contractor shall be entitled to recover from Subscriber all costs of collection including reasonable attorneys' fees and court costs.
  - g. During the initial term of this Agreement, the monthly fee may not be increased. Thereafter, the monthly charge may be increased to Contractor's then current charge, once a year on an annual basis by providing Subscriber with at least 60 days prior notice of any increase.
  - h. Subscriber may prepay in full the total monthly monitoring charge for any twelve month period and receive a five percent (5%) discount on such amount.
  - i. Contractor may charge an additional fee of \$35.00 for reconnecting any service suspended or disconnected as a result of Subscriber's action's or failure to pay. Contractor may charge an additional fee of \$20.00 for any check of Subscriber's which is returned to Contractor unpaid.
- ### 3. Description of Services and Obligations of Parties
- a. The Subscriber understands that the Contractor is in the business providing telephonic monitoring services for customers who have electro-protective systems. The Subscriber understands that the Contractor must know and have on record basic information about the Subscriber's system. The contractor, in performing its obligation under this contract, will rely on the information given by the Subscriber.
  - b. Subscriber hereby represents that it has contracted, or is about to contract, with Contractor for the installation of a protective system at premises owned or occupied by Subscriber and in connection with such installation has also requested monitoring service of said system. Monitoring services for the Subscriber consisting of the following:
    - i. direct call response by trained operators to an emergency condition until proper authorities are notified;
    - ii. direct call response until an authorized individual designated by Subscriber is notified or reasonable attempts have been unsuccessful;
    - iii. notification to the Contractor that an alarm condition has occurred, if requested;
    - iv. such other services as may be agreed upon by the parties.
  - c. The parties agree that the Contractor's sole obligation under this agreement shall be to monitor signals received from the protective system located on Subscriber's premises. The Company, upon receipt of a signal shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire, or other authorities and to the person or persons whose names and telephone numbers are provided to the Contractor by Subscriber, unless there is reason to assume that an emergency condition does not exist.
  - d. The Subscriber understands that the Contractor's only obligation is to monitor signals from the Subscriber's electro-protective system and respond to the signals when received. The Contractor will make every reasonable effort to notify the telephone numbers of authorities whose numbers or names are written in the Notification.
  - e. Subscriber agrees to test the system to see if it is in proper working order. The Subscriber has the obligation of telling the Contractor when the system is not working.
  - f. Subscriber understands that the signals from the electro-protective system which the Contractor will monitor are transmitted over normal telephone lines to the Contractor. Subscriber also understands that the Contractor cannot be responsible for any monitoring during periods when either Subscriber's or the Contractor's telephone lines are not working, or under any condition which would make it impossible to send a normal telephone call from the Subscriber's premises to the Contractor's place of business.
  - g. Subscriber shall maintain insurance sufficient to replace any equipment which subscriber purchases or leases under this Agreement and to provide verification of insurance upon request and to list Contractor or its assignor as on an additional loss payee.
  - h. Subscriber shall not remove the equipment or any part thereof from the premises where they are initially installed without the contractor's prior written consent. If the Subscriber moves the equipment after receiving the Contractor's prior written consent, the new location will become the "premises" for the purposes of this Agreement and the Contractor shall have the right to inspect and approve the equipment prior to reconnecting with Contractor.
- ### 4. Term of Agreement/Suspension
- a. This Agreement shall have an initial term of two years from the date of commencement of monitoring services described above and shall automatically renew on an annual basis thereafter upon the same terms and conditions unless either Contractor or Subscriber shall give written notice of cancellation at least thirty (30) days prior to the end of the initial term or any renewal term. Upon giving such notice, this Agreement and all the Contractor's responsibilities hereunder shall come to an end as of the date of termination. This agreement may also be suspended, at the Contractor's option, should the protective equipment or the premises of Subscriber become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, acts of God, or any other cause beyond the control of the Contractor. If the Subscriber's system is damaged to such an extent, or not functioning in such a way that false alarms are transmitted with unreasonable frequency, the Contractor may choose to suspend its obligations under this contract until the system is fixed or the condition corrected. If the Contractor elects to suspend its obligations, it will notify the Subscriber of the suspension.
- ### 5. Limitation of Liability
- a. Contractor does not guaranty or warrant that service supplied will protect Subscriber from the consequences of the occurrences which the service is designed to monitor. Subscriber acknowledges that Subscriber is not entering into this Agreement with the expectation that Contractor will insure or reimburse Subscriber or any other person for losses from such occurrences.
  - b. Subscriber agrees that Contractor will have no liability for loss or damage to property or for personal injury or death due to the failure in transmission of an alarm or for interruptions to service because of:
    - i. Any failure in Subscriber's alarm
    - ii. Any defective or damaged equipment, device, telephone lines or connecting service
    - iii. Riots, floods, acts of God, or any other causes beyond the control of Contractor.
  - c. It is understood and agreed by the parties hereto that Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that Contractor is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by contractor are not sufficient to guarantee that no loss will occur; that Contractor is not assuming responsibility for any losses which may occur even if due to Contractor's negligent performance or failure to perform any obligation under this Agreement. Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system installed by the Contractor or service supplied by Contractor may not be compromised, or that the services will in all cases provide the protection for which it is intended.

6. **Liquidated Damages**

Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things:

- a. The uncertain amount of value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damages, or otherwise affected by occurrences which the system of service is designed to detect or avert;
- b. The uncertainty of the response time of any police, ambulance, or fire department, should the police, ambulance, or fire department be dispatched as a result of a signal being received or an audible device sounding;
- c. The inability to ascertain what portion, if any, of any loss would be proximately caused by contractor's failure to perform or by failure of its equipment to operate;
- d. The nature of the service to be performed by contractor.

Subscriber understands and agrees that if Contractor should be found liable for loss or damage due from a failure of Contractor to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the system or equipment in any respect whatsoever, Contractor's liability shall be limited to Two Hundred Fifty (\$250) Dollars, as liquidated damages/limitation of liability and not as a penalty and this liability shall be exclusive; and that the provisions of this section apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property from performances or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise, its agents,

SUBSCRIBER'S INITIALS: LS CONTRACTOR'S INITIALS: MW

7. **Precautions Subscriber Can Take**

The following is a partial list of examples of why an alarm system may not always work even though it may reduce risks. Burglars have been known to bypass alarm sensors or disconnect warning devices. When AC power is lost and standby batteries are spent, malfunctioning or not connect correctly, all or parts of the alarm system may not function. Warning devices such as sirens or bells, if of low volume, wired incorrectly or placed in the wrong location, may not warn you of unauthorized entry or scare away the intruder. Smoke detectors and fire sensors may not detect fire or smoke beyond their range of coverage nor will they react quickly to all types of hazards. Telephone lines may be out or compromised preventing transmission to the central station.

You should always take the following precautions:

- a. Your alarm system is not a substitute for prudently protecting yourself as if you had no alarm system nor for proper locks and lighting.
- b. Test your alarm system weekly to make sure the system and all sensors are working properly.
- c. Make sure that AC power is being supplied to the equipment.
- d. Check that your standby battery is working.
- e. Periodically test your digital communicator (if installed) to determine if the phone line connection is intact and that the message is received by the central station.
- d. If you detect any problem, contact your alarm installer immediately.

8. **Third Party Indemnification**

Subscriber agrees to and shall indemnify, defend and hold harmless Contractor, its employees and agents for and against all claims, lawsuits and losses which claim and/or lawsuit is brought or sustained by parties or entities other than the parties to this agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits or damages caused by Contractor's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm system, whether those claims are based upon negligence, active or passive, warranty, or strict or product liability on the part of Contractor, its agents, servants, or employees.

9. **Subornation**

Subscriber hereby releases, discharges and agrees to hold Contractor harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance company or by any other parties claiming under or through Subscriber. Subscriber agrees to indemnify Contractor against, defend and hold Contractor harmless from any action for subornation which may be brought against Contractor by any insurer or insurance company or this agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

10. **Rights to Assign/Subcontractors**

Contractor shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Subscriber and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Contractor's maximum liability, limits of liability, and third party indemnification, insure to the benefit of and are applicable to any assignees and/or subcontractors with the same force and effect as they bind the Subscriber to Contractor.

The Subscriber may not assign his or her interest under this Agreement without the prior written consent of the Contractor.

11. **Statutes of Limitations**

Any lawsuit to be filed in court for a claim under this Agreement shall be filed within one year after accrual of the action.

12. **Remedies for Breach/Termination**

In addition to any other remedy contained herein, upon breach of any provision of this Agreement by Subscriber, Contractor may terminate this Agreement, discontinue service and be relieved of all responsibilities under this Agreement thirty (30) days after mailing a notice of breach to Subscriber.

Upon termination of this Agreement either for breach or upon expiration, Contractor shall have the right to enter Subscriber's premises to remove any equipment of Contractor's.

13. **Entire Agreement: Amendments**

This Agreement, contains the entire agreement and understanding of the parties to this Agreement with respect to the subject matter contained in this Agreement, and all prior agreements or understandings of this parties to this Agreement are revoked. This Agreement may be amended or terminated only by a written instrument executed by Seller and Buyer, not orally. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings.

Proposals and any other matters set forth in any writing prior to the execution of this Agreement, the prior writings shall be determined to be null and void and this Agreement shall be the consolidation of all prior concerning and provision. This Agreement shall govern if there is any conflict between it and any work order.

14. **Benefit of Agreement/Parties in Interest**

The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, personal representatives, and assigns of the parties hereto.

15. **Law to Govern**

This Agreement is being made in Colorado and shall be construed and enforced in accordance with the laws of that State.

16. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each party acknowledges receipt of at least one copy of his Agreement.

**RACINE LOCKSMITHING & SECURITY**

By: [Signature]  
Contractor

By: [Signature] 5/13/15  
Subscriber or person who is authorized to enter into this Agreement on behalf of subscriber and has the legal ability to bind subscriber to this Agreement.

**NOTICE OF CANCELLATION**

Date \_\_\_\_\_

If this is a residential agreement (not business or industrial), you may cancel this transaction, without any penalty or obligation, prior to midnight of the third business day from the above date. If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipts by the Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Racine Locksmithing & Security at 802 West First Street, La Junta, CO 81050.

I HEREBY CANCEL THIS TRANSACTION

Date \_\_\_\_\_

Subscriber's Signature \_\_\_\_\_



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

# Colorado Business Retail Marijuana License Application

**Marijuana Enforcement Division**

# Colorado Marijuana Enforcement Division

## Retail Business License Application Instructions

### APPLICATION CHECKLIST

- 1 Application Fully Completed**  
Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. **A separate application is required for EACH license type.**
- 2 All Forms Signed & Attached**  
The following accompanying forms must be signed and returned with the application:
- Affirmation & Consent
  - Investigation Authorization/Authorization to Release Information
  - Applicant's Request to Release Information
- 3 All Requested Information Attached (Other forms may be made available and may be required at time of application)**  
The following information requested on the application must be attached, if applicable:
- Trade Name Registration
  - Certificate of Good Standing from the Colorado Secretary of State's Office
  - Copy of Articles of Incorporation, including amendments for corporations
  - Articles of Organization, including amendments and operating agreement for LLC
  - Partnership Agreement, or operating/shareholder agreements
  - If corp., annual and bi-annual reports and meeting minutes from past 12 months
  - All applicable information requested on page 6
  - Documentation showing legal possession of the premise to be licensed
  - Diagram of premise to be licensed (described on page 4, question 4) including security drawing
  - Copies of notes, security instruments, etc., (detailed on page 4, question 5 and page 6, question 8)
  - Explanation detailing the funding sources used to finance the applicant business
  - List of financial institution accounts as detailed on page 6, question 9
  - Copy of sales tax and/or wholesale license
  - Marijuana Retail Sales Tax Bond (on the state approved form)
- Note:** The Marijuana Enforcement Division reserves the right to request additional information and documentation throughout the course of the background investigation.
- 4 Application and License Fees**  
See fee table on website: [www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med)  
Application fees remitted to the State Licensing Authority and/or the Department of Revenue, are non-refundable. Only license fees may be refunded.  
Retail Marijuana license application fees are split between the Marijuana Enforcement Division (MED) and the Local Licensing Authority. In order for the State to accept this application, both the State and Local fees must be paid at the time the application is accepted by MED. This will require two (2) checks or money orders; one made payable to DOR and one made payable to the Local Licensing Authority, for EACH License. You are responsible for knowing who your Local Licensing Authority is.
- 5 Bring in Application (BY APPOINTMENT ONLY)**  
Bring in application and all attachments to: Marijuana Enforcement Division  
455 Sherman Street, Suite 390  
Denver, CO 80203

## Colorado Marijuana Licensing Authority Retail Business License Application

<b>License Types &amp; Fees</b> (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store  <input type="checkbox"/> Retail Marijuana Cultivation  <input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 1 = 3600 or fewer plants  <input type="checkbox"/> Tier 2 = 3601 – 6000 plants  <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer  <input type="checkbox"/> Conversion  <input type="checkbox"/> Retail/Medical Marijuana Combined Use  <input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) <b>Main Street Cannabis</b>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration)		Website Address	
<b>Physical Address</b>			
Street Address of Marijuana Business <b>401 North Main Street</b>		City <b>Trinidad</b>	State ZIP <b>CO 81082</b>
Business Phone Number <b>(719) 924-0316</b>	Business Fax Number	Email Address <b>jasonschieerling@gmail.com</b>	
<b>Mailing Address (if different from Business Address)</b>			
Address <b>63 Henry Avenue</b>		City <b>Pueblo</b>	State ZIP <b>CO 81005</b>
Primary Contact Person for Business <b>Jason Schierling</b>		Title <b>President</b>	Primary Contact Phone Number <b>(719) 924-0316</b>
Primary Contact Address (city, state ZIP) <b>639 Henry Avenue Pueblo, CO 81005</b>		Primary Contact Fax Number	
Federal Taxpayer ID <b>47-2080012</b>	Colorado Sales Tax License # <b>29-989916</b>	Email Address <b>jasonschieerling@gmail.com</b>	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity <b>Colorado</b>			Date <b>10/10/2014</b>
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) <b>10/10/2014</b>			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business <b>Colorado</b>			
List all Trade Names used by the Business Entity (other than above)			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such.  If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. <input checked="" type="checkbox"/> <input type="checkbox"/>			
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord 401 West Main LLC.	Tenant Main Street Cannabis	Expires 10-31-2024	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
<b>Name</b>	<b>Date of Birth</b>	<b>FEIN OR SSN</b>	<b>Interest</b>
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
<b>Local Licensing Authority (To be filled out by Applicant)</b>			
Local Licensing Authority/Department Trinidad City Council		Address 135 N. Animas Street Trinidad, CO 81082	
Local Licensing Authority contact name Audra Garrett	Contact Phone (719) 846-9843	Contact Email audragarrett@trinidad.co.gov	
6. Has the Applicant filed for a retail marijuana cultivation?			Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
What City or County? (Fill out a separate and complete application)			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?			<input checked="" type="checkbox"/> <input type="checkbox"/>
Printed Legal Business Name Main Street Cannabis	Printed Trade Name (DBA)		

**Ownership Structure**

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Jason Schierling		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Pueblo		State CO		ZIP 81005		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 50%		
Name Erin Schierling		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Pueblo		State CO		ZIP 81005		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 50%		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

Are there any outstanding options and warrants?

Yes  No \*If YES, attach list of persons with outstanding options and warrants

Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?

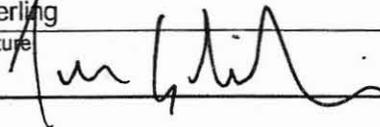
Yes  No \*If YES, attach list of persons

Printed Legal Business Name Main Street Cannabis	Printed Trade Name (DBA)
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Financial History</b>	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Jason Schierling	Title Owner
Address 639 Henry Avenue Pueblo, CO 81005	Phone Number (719) 924-0316
Person who prepares Applicant's tax returns, government forms & reports Nicole Starbuck-Schnelle	Title Accountant
Address 9169 Oakmont Road Peyton, CO 80831	Phone Number (719) 964-3063
Location of financial books and records for Applicant's business 401 West Main Street Trinidad, CO 81082	

## Affirmation & Consent

I, Jason Schierling, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

**Print Full Legal Agent Name clearly below:**

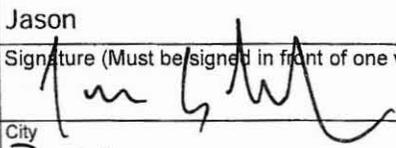
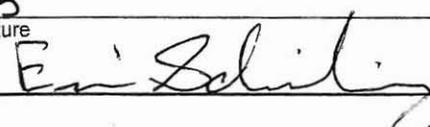
Applicant's Business Name Main Street Cannabis		Trade Name (DBA)
Legal Agent Last Name (Please Print) Schierling	Legal Agent First Name Jason	Legal Agent Middle Name Edward
Signature 		Date 5/20/15

# Investigation Authorization Authorization to Release Information

I, Jason Schierling, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

**Print Full Legal Name of Authorized Agent clearly below:**

Applicant's Business Name <b>Main Street Cannabis</b>		Trade Name (DBA)
Legal Agent Last Name (Please Print) <b>Schierling</b>	Legal Agent First Name <b>Jason</b>	Legal Agent Middle Name <b>Edward</b>
Legal Agent Title <b>President</b>	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) <b>5/20/15</b>	City <b>Pueblo</b>	State <b>CO</b>
Witness 1 Signature 		

## Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) Jason Schierling
-----	--

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

**Print Full Legal Name of Authorized Agent clearly below:**

Legal Agent Last Name (Please Print) Schierling	Legal Agent First Name Jason	Legal Agent Middle Name Edward
Legal Agent Title President	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 5/20/15	City Pueblo	State CO
Witness Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date 5/20/15

Main Street Cannabis  
401 W. Main Street  
Trinidad, CO 81082

May 15, 2015

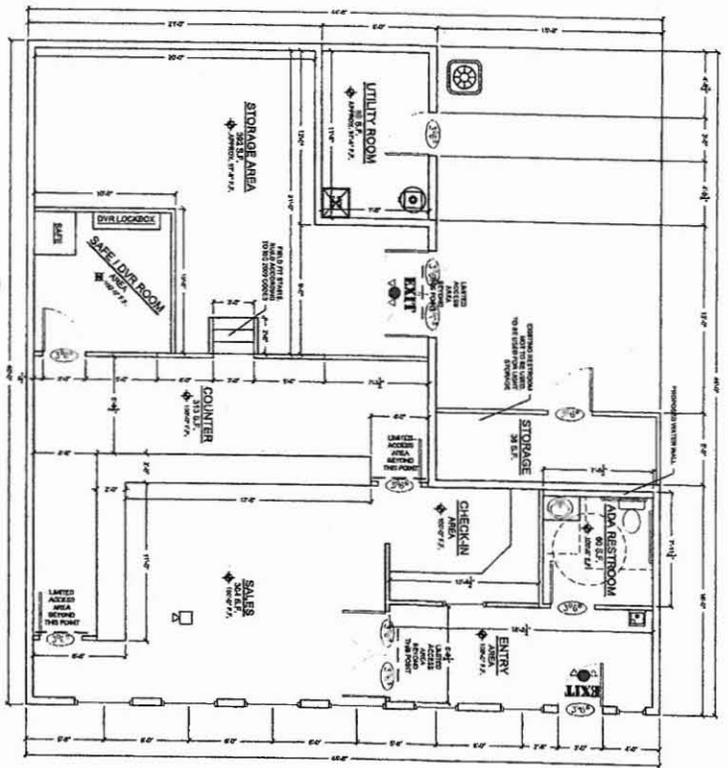
Listing of Required Attachment  
Colorado Retail Business Application

Attachment # 1 – Articles of Organization, filed with CO Sec. of State

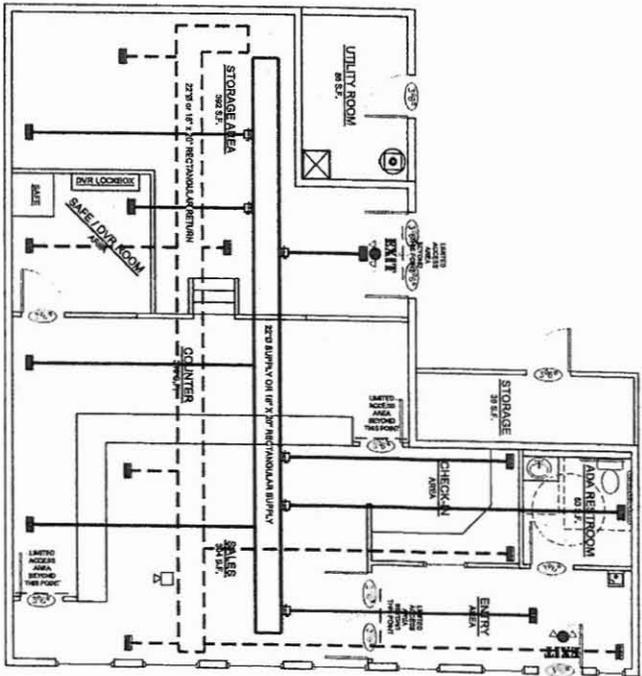
Attachment # 2 – Articles of Incorporation

Attachment # 3 – Premises Diagram

Attachment # 4 – Listing of Additional Marijuana Licenses issued by State of Colorado



**PROPOSED FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**MECHANICAL PLAN**  
SCALE: 1/8" = 1'-0"

**MANUFACTURER'S SPECIFICATIONS**  
 ALL MATERIALS SHALL BE AS MANUFACTURED.  
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DOORS SHALL BE 2'-0" WIDE BY 6'-8" HIGH.  
 ALL WINDOWS SHALL BE 2'-0" WIDE BY 4'-0" HIGH.  
 ALL WALLS SHALL BE 5/8" THICK CONCRETE BLOCK.  
 ALL FLOORS SHALL BE 4" THICK CONCRETE ON GRADE.  
 ALL CEILING SHALL BE 8" THICK CONCRETE.  
 ALL ROOF SHALL BE 6" THICK CONCRETE.  
 ALL EXTERIOR FINISHES SHALL BE AS NOTED.  
 ALL INTERIOR FINISHES SHALL BE AS NOTED.  
 ALL ELECTRICAL SHALL BE AS NOTED.  
 ALL MECHANICAL SHALL BE AS NOTED.  
 ALL PLUMBING SHALL BE AS NOTED.  
 ALL PAINT SHALL BE AS NOTED.  
 ALL GLASS SHALL BE AS NOTED.  
 ALL METALS SHALL BE AS NOTED.  
 ALL FASTENERS SHALL BE AS NOTED.  
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DOORS SHALL BE 2'-0" WIDE BY 6'-8" HIGH.  
 ALL WINDOWS SHALL BE 2'-0" WIDE BY 4'-0" HIGH.  
 ALL WALLS SHALL BE 5/8" THICK CONCRETE BLOCK.  
 ALL FLOORS SHALL BE 4" THICK CONCRETE ON GRADE.  
 ALL CEILING SHALL BE 8" THICK CONCRETE.  
 ALL ROOF SHALL BE 6" THICK CONCRETE.  
 ALL EXTERIOR FINISHES SHALL BE AS NOTED.  
 ALL INTERIOR FINISHES SHALL BE AS NOTED.  
 ALL ELECTRICAL SHALL BE AS NOTED.  
 ALL MECHANICAL SHALL BE AS NOTED.  
 ALL PLUMBING SHALL BE AS NOTED.  
 ALL PAINT SHALL BE AS NOTED.  
 ALL GLASS SHALL BE AS NOTED.  
 ALL METALS SHALL BE AS NOTED.  
 ALL FASTENERS SHALL BE AS NOTED.



**PROPOSED SITE PLAN**  
SCALE: 1/8" = 1'-0"



**LOCATION MAP**

**MANUFACTURER'S SPECIFICATIONS**  
 ALL MATERIALS SHALL BE AS MANUFACTURED.  
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DOORS SHALL BE 2'-0" WIDE BY 6'-8" HIGH.  
 ALL WINDOWS SHALL BE 2'-0" WIDE BY 4'-0" HIGH.  
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 ALL EXTERIOR FINISHES SHALL BE AS NOTED.  
 ALL INTERIOR FINISHES SHALL BE AS NOTED.  
 ALL ELECTRICAL SHALL BE AS NOTED.  
 ALL MECHANICAL SHALL BE AS NOTED.  
 ALL PLUMBING SHALL BE AS NOTED.  
 ALL PAINT SHALL BE AS NOTED.  
 ALL GLASS SHALL BE AS NOTED.  
 ALL METALS SHALL BE AS NOTED.  
 ALL FASTENERS SHALL BE AS NOTED.

**PERMIT SET**

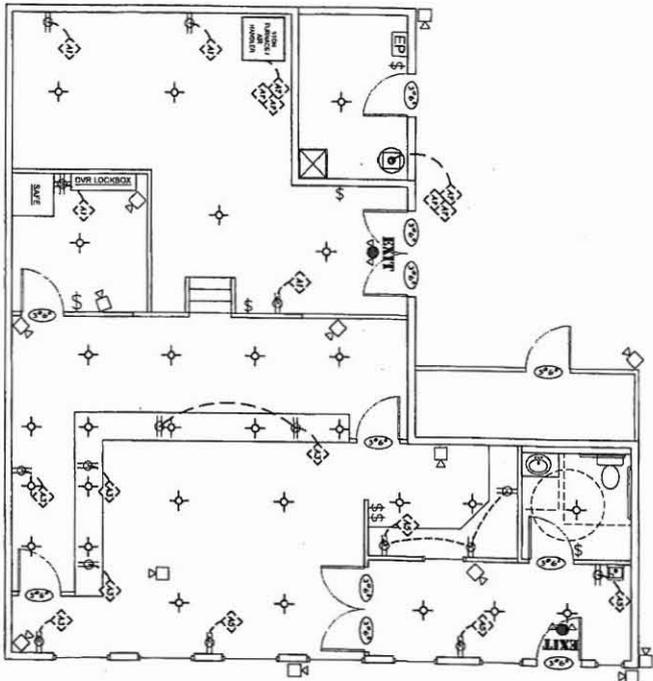
Capitano Engineering, Inc. - 07191 543 2072  
 1010 1/2 1st St. Suite 100  
 Pueblo, CO 81001

**MAIN STREET CANNABIS FLOOR PLAN**  
 401 W. MAIN ST.

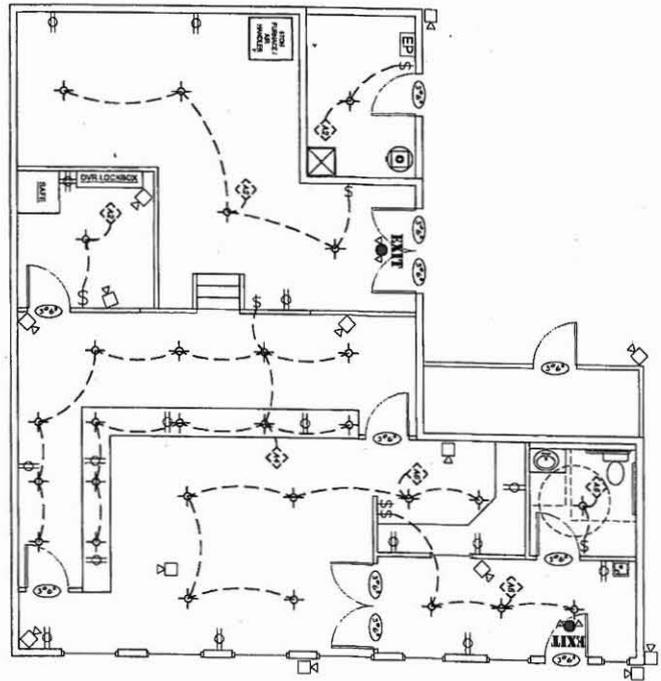
PROJECT NO. 2014-211

DESIGNED BY: [Signature]	DATE: 2-28-15	SCALE: As Shown
CHECKED BY: [Signature]	DATE: 2-28-15	DRAWING NO. 2014-211-01
		SHEET NO. A1



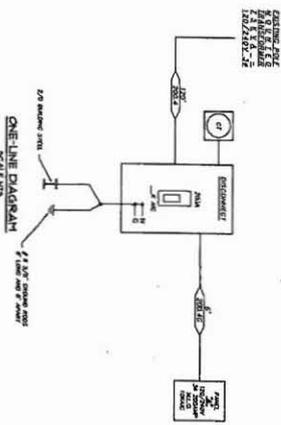


**ELECTRICAL PLAN**  
SCALE: 1/8"



**LIGHTING PLAN**  
SCALE: 1/8"

- LEGEND**
- LOW VOLTAGE 120V GROUND BRG. CONDUIT
  - ⊕ 120V 4-OUTLET RECEPTACLE
  - ⊕ 120V DOCKER RECEPTACLE
  - ⊕ SINGLE POLE SWITCH
  - ⊕ ELECTRICAL PANEL
  - ⊕ GREEN DASH LIT EXIT SIGN WITH BACK LIT LIGHTING



**FEEDER SCHEDULE**

NO.	SIZE	TYPE	CONDUCTORS	TERMINALS
1	1/2"	COPPER	3	1
2	1/2"	ALUMINUM	3	1
3	1/2"	COPPER	3	1
4	1/2"	ALUMINUM	3	1
5	1/2"	COPPER	3	1
6	1/2"	ALUMINUM	3	1
7	1/2"	COPPER	3	1
8	1/2"	ALUMINUM	3	1
9	1/2"	COPPER	3	1
10	1/2"	ALUMINUM	3	1

**348 Electrical Panel Schedule**

Panel No.	Panel Type	Panel Size	Panel Location	Panel Description
348	Panel	12" x 12"	Room 101	Panel 348
349	Panel	12" x 12"	Room 102	Panel 349
350	Panel	12" x 12"	Room 103	Panel 350
351	Panel	12" x 12"	Room 104	Panel 351
352	Panel	12" x 12"	Room 105	Panel 352
353	Panel	12" x 12"	Room 106	Panel 353
354	Panel	12" x 12"	Room 107	Panel 354
355	Panel	12" x 12"	Room 108	Panel 355
356	Panel	12" x 12"	Room 109	Panel 356
357	Panel	12" x 12"	Room 110	Panel 357
358	Panel	12" x 12"	Room 111	Panel 358
359	Panel	12" x 12"	Room 112	Panel 359
360	Panel	12" x 12"	Room 113	Panel 360
361	Panel	12" x 12"	Room 114	Panel 361
362	Panel	12" x 12"	Room 115	Panel 362
363	Panel	12" x 12"	Room 116	Panel 363
364	Panel	12" x 12"	Room 117	Panel 364
365	Panel	12" x 12"	Room 118	Panel 365
366	Panel	12" x 12"	Room 119	Panel 366
367	Panel	12" x 12"	Room 120	Panel 367
368	Panel	12" x 12"	Room 121	Panel 368
369	Panel	12" x 12"	Room 122	Panel 369
370	Panel	12" x 12"	Room 123	Panel 370
371	Panel	12" x 12"	Room 124	Panel 371
372	Panel	12" x 12"	Room 125	Panel 372
373	Panel	12" x 12"	Room 126	Panel 373
374	Panel	12" x 12"	Room 127	Panel 374
375	Panel	12" x 12"	Room 128	Panel 375
376	Panel	12" x 12"	Room 129	Panel 376
377	Panel	12" x 12"	Room 130	Panel 377
378	Panel	12" x 12"	Room 131	Panel 378
379	Panel	12" x 12"	Room 132	Panel 379
380	Panel	12" x 12"	Room 133	Panel 380
381	Panel	12" x 12"	Room 134	Panel 381
382	Panel	12" x 12"	Room 135	Panel 382
383	Panel	12" x 12"	Room 136	Panel 383
384	Panel	12" x 12"	Room 137	Panel 384
385	Panel	12" x 12"	Room 138	Panel 385
386	Panel	12" x 12"	Room 139	Panel 386
387	Panel	12" x 12"	Room 140	Panel 387
388	Panel	12" x 12"	Room 141	Panel 388
389	Panel	12" x 12"	Room 142	Panel 389
390	Panel	12" x 12"	Room 143	Panel 390
391	Panel	12" x 12"	Room 144	Panel 391
392	Panel	12" x 12"	Room 145	Panel 392
393	Panel	12" x 12"	Room 146	Panel 393
394	Panel	12" x 12"	Room 147	Panel 394
395	Panel	12" x 12"	Room 148	Panel 395
396	Panel	12" x 12"	Room 149	Panel 396
397	Panel	12" x 12"	Room 150	Panel 397
398	Panel	12" x 12"	Room 151	Panel 398
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401	Panel	12" x 12"	Room 154	Panel 401
402	Panel	12" x 12"	Room 155	Panel 402
403	Panel	12" x 12"	Room 156	Panel 403
404	Panel	12" x 12"	Room 157	Panel 404
405	Panel	12" x 12"	Room 158	Panel 405
406	Panel	12" x 12"	Room 159	Panel 406
407	Panel	12" x 12"	Room 160	Panel 407
408	Panel	12" x 12"	Room 161	Panel 408
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411	Panel	12" x 12"	Room 164	Panel 411
412	Panel	12" x 12"	Room 165	Panel 412
413	Panel	12" x 12"	Room 166	Panel 413
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415	Panel	12" x 12"	Room 168	Panel 415
416	Panel	12" x 12"	Room 169	Panel 416
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436	Panel	12" x 12"	Room 189	Panel 436
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439	Panel	12" x 12"	Room 192	Panel 439
440	Panel	12" x 12"	Room 193	Panel 440
441	Panel	12" x 12"	Room 194	Panel 441
442	Panel	12" x 12"	Room 195	Panel 442
443	Panel	12" x 12"	Room 196	Panel 443
444	Panel	12" x 12"	Room 197	Panel 444
445	Panel	12" x 12"	Room 198	Panel 445
446	Panel	12" x 12"	Room 199	Panel 446
447	Panel	12" x 12"	Room 200	Panel 447
448	Panel	12" x 12"	Room 201	Panel 448
449	Panel	12" x 12"	Room 202	Panel 449
450	Panel	12" x 12"	Room 203	Panel 450
451	Panel	12" x 12"	Room 204	Panel 451
452	Panel	12" x 12"	Room 205	Panel 452
453	Panel	12" x 12"	Room 206	Panel 453
454	Panel	12" x 12"	Room 207	Panel 454
455	Panel	12" x 12"	Room 208	Panel 455
456	Panel	12" x 12"	Room 209	Panel 456
457	Panel	12" x 12"	Room 210	Panel 457
458	Panel	12" x 12"	Room 211	Panel 458
459	Panel	12" x 12"	Room 212	Panel 459
460	Panel	12" x 12"	Room 213	Panel 460
461	Panel	12" x 12"	Room 214	Panel 461
462	Panel	12" x 12"	Room 215	Panel 462
463	Panel	12" x 12"	Room 216	Panel 463
464	Panel	12" x 12"	Room 217	Panel 464
465	Panel	12" x 12"	Room 218	Panel 465
466	Panel	12" x 12"	Room 219	Panel 466
467	Panel	12" x 12"	Room 220	Panel 467
468	Panel	12" x 12"	Room 221	Panel 468
469	Panel	12" x 12"	Room 222	Panel 469
470	Panel	12" x 12"	Room 223	Panel 470
471	Panel	12" x 12"	Room 224	Panel 471
472	Panel	12" x 12"	Room 225	Panel 472
473	Panel	12" x 12"	Room 226	Panel 473
474	Panel	12" x 12"	Room 227	Panel 474
475	Panel	12" x 12"	Room 228	Panel 475
476	Panel	12" x 12"	Room 229	Panel 476
477	Panel	12" x 12"	Room 230	Panel 477
478	Panel	12" x 12"	Room 231	Panel 478
479	Panel	12" x 12"	Room 232	Panel 479
480	Panel	12" x 12"	Room 233	Panel 480
481	Panel	12" x 12"	Room 234	Panel 481
482	Panel	12" x 12"	Room 235	Panel 482
483	Panel	12" x 12"	Room 236	Panel 483
484	Panel	12" x 12"	Room 237	Panel 484
485	Panel	12" x 12"	Room 238	Panel 485
486	Panel	12" x 12"	Room 239	Panel 486
487	Panel	12" x 12"	Room 240	Panel 487
488	Panel	12" x 12"	Room 241	Panel 488
489	Panel	12" x 12"	Room 242	Panel 489
490	Panel	12" x 12"	Room 243	Panel 490
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494	Panel	12" x 12"	Room 247	Panel 494
495	Panel	12" x 12"	Room 248	Panel 495
496	Panel	12" x 12"	Room 249	Panel 496
497	Panel	12" x 12"	Room 250	Panel 497
498	Panel	12" x 12"	Room 251	Panel 498
499	Panel	12" x 12"	Room 252	Panel 499
500	Panel	12" x 12"	Room 253	Panel 500

**PERMIT SET**

Cardinal Engineering, Inc. - (719) 247-7073  
 3770 S. Main Street  
 Pueblo, CO 81008

**ELECTRICAL**

401 W. MAIN ST  
 THUNDER CO. 1181

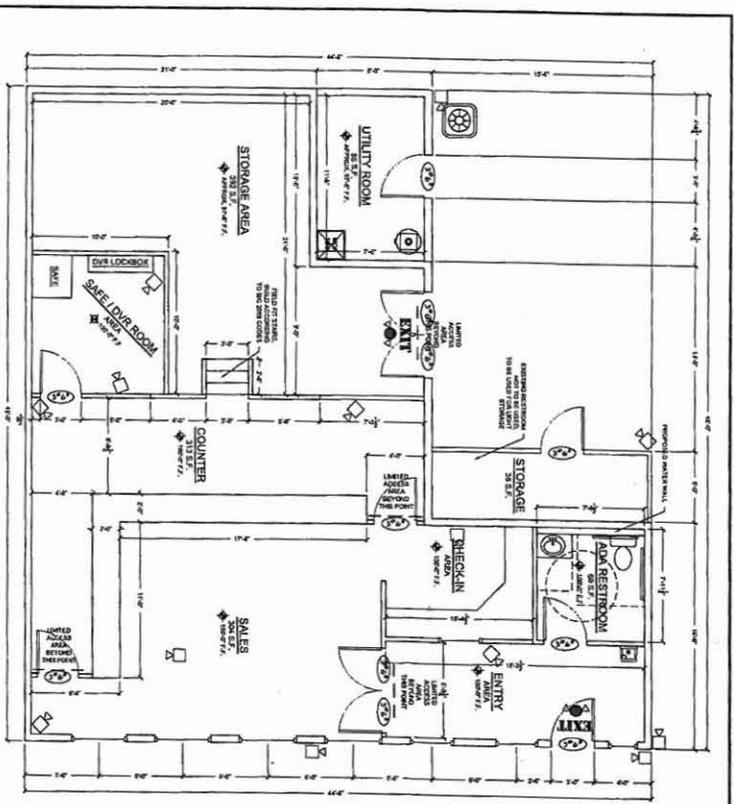
PROJECT NO. 2014-211

DATE: 2/14/14  
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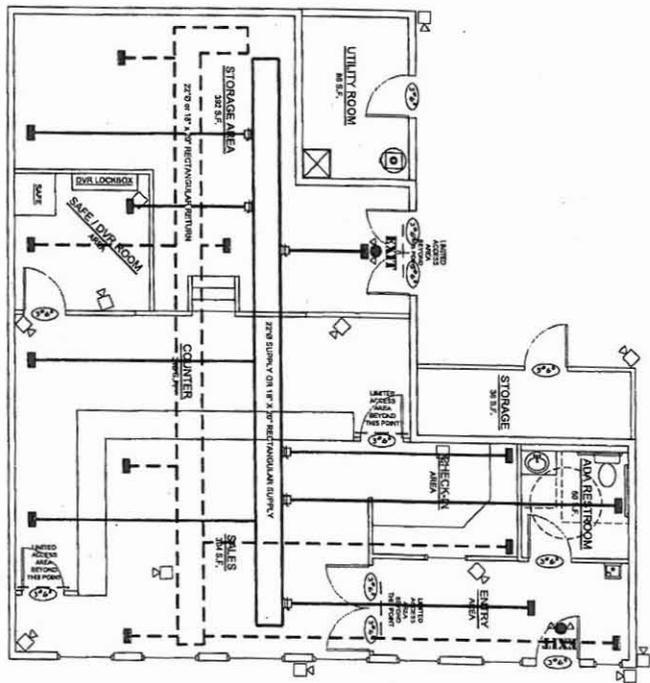
DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]

DATE: 2/14/14  
 SHEET NO.: A1

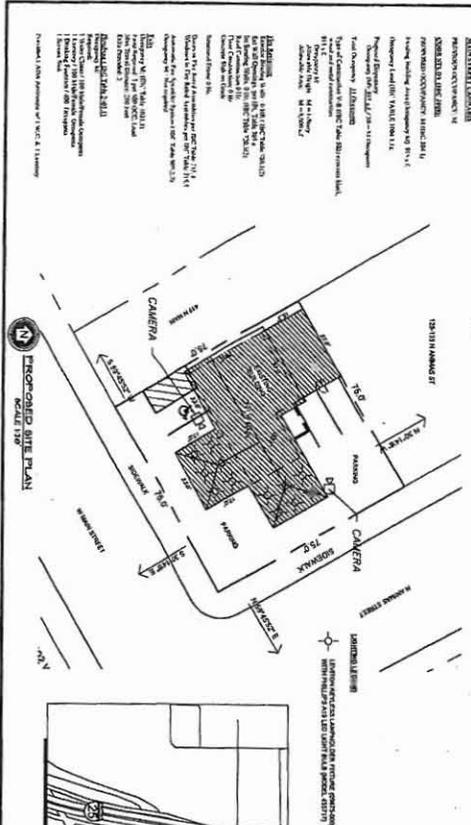




**PROPOSED FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**MECHANICAL PLAN**  
SCALE: 1/8" = 1'-0"



**PROPOSED SITE PLAN**  
SCALE: 1/8" = 1'-0"



**VICINITY MAP**

**PERMIT SET**

**Gagliano Engineering, Inc. - (719) 547-7073**  
 2700 S. Broad Street, Suite 100, Colorado Springs, CO 80905  
 1770 E. Colorado Street, Suite 100, Colorado Springs, CO 80905

**MAIN STREET CANNABIS FLOOR PLAN**  
 401 W. MAIN ST  
 TOWNHALL DISTRICT

**PROJECT NO.: 2014-211**

**DESIGNED BY: [Signature]** **SCALE: AS SHOWN**  
**CHECKED BY: [Signature]** **DRAWING NO.: 2014-211-01**  
**DATE: 1-14-15** **SHEET NO.: A1**

**LEGAL DESCRIPTION:**  
 0.77 ACRES, MORE OR LESS, BEING  
 PART OF THE 1/4 SECTION 10, T1N, R10W, S10E, BEING  
 PART OF THE 1/4 SECTION 10, T1N, R10W, S10E, BEING



*Cannaba Lighting*

Main Street Cannabis  
401 W. Main Street  
Trinidad, CO 81082

May 15, 2015

Listing of Additional Marijuana Licenses Issued by the State of Colorado

Medical Marijuana Type 1 License: #402-00866 – Issued July 1, 2012

Medical Marijuana Cultivation License: #403-01096 – Issued July 1, 2012

### Colorado Retail Marijuana License Bond

Name of Bonding Company Hudson Insurance Company  
Bond Number 10029023

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Main Street Cannabls, Inc, Street Address 401 W. Main Street,  
City Trinidad, County of Las Animas County, State of Colorado, as Principal,  
and Hudson Insurance Company, a surety company qualified and authorized to do surety business in the State of Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license issued pursuant to the Colorado Retail Marijuana Code, Article 43.4 of Title 12 of the Colorado Revised Statutes, which license or license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.4 of Title 12 of the Colorado Revised Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

IT IS FURTHER PROVIDED that the aggregate liability of the Surety for all breaches of the condition of this bond, regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid shall not exceed the amount of the bond.

IT IS FURTHER PROVIDED that pursuant to Section 12-43.4-303(2), C.R.S., the Surety shall not be required to make payments to the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the State Licensing Authority or a court of competent jurisdiction.

IT IS FURTHER PROVIDED that the Surety shall have the right to cancel this bond for any reason authorized by statute by filing forty-five (45) days' written notice of such cancellation with the Principal and with the State Licensing Authority. If cancellation is based upon nonpayment of premium, this bond may be cancelled by the Surety upon ten (10) days' written notice to the Principal and the State Licensing Authority.

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to the State Licensing Authority pursuant to Section 12-43.4-303(3), C.R.S.

Dated this 7th day of July, 2015

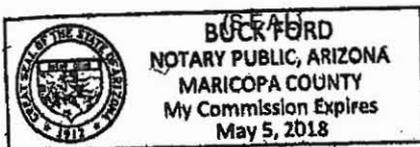
For the Principal: \_\_\_\_\_ For the Surety: [Signature]  
Akseel Firat, Attorney-in-Fact

#### ACKNOWLEDGMENT OF SURETY

STATE OF COLORADO Arizona  
COUNTY OF Maricopa | SS.

On this 7 day of July, 2015, before me, a notary public in and for the above State, personally appeared Akseel Firat to me personally known and being by me duly sworn, did say that he or she is an authorized corporate officer or the Attorney-in-Fact of Hudson Insurance Company corporation duly organized and existing under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument was executed as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my name and affixed my official seal on the day and year written above.



[Signature]  
Notary Public, State of Colorado Arizona  
My commission expires: 05/05/2018



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, consulted and appointed, and by these presents, does make, constitute and appoint

Aksel Firat

of the State of AZ

his true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on his behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on his behalf as a Co-surety renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Five Thousand Dollars (\$5,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis  
Corporate Secretary

HUDSON INSURANCE COMPANY

Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK

On the 31st day of October, 2013, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is no Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notary Seal)



ANNA M. MURPHY  
Notary Public, State of New York  
No. 018416067531  
Qualified in Nassau County  
Commission Expires December 10, 2017

STATE OF NEW YORK  
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2013, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice President, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds, certificates, and recognizances, whether made by this Company as surety hereon or otherwise, indemnity contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by duplicate to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that this said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 7th day of July, 2015.



Form-RS-10-8-2010-0-1

Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

Jason Schierling



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

# Colorado Associated Key Marijuana License Application

**Marijuana Enforcement Division**

# Colorado Marijuana Enforcement Division

## Associated Key Application Instructions

### **APPLICATION CHECKLIST**

**1 License Types**

Associated Key: Any stockholder holding an interest in a marijuana licensee, or any officer or director, who also acts as a Key executive, employee or agent while physically working in a licensed establishment, Optional Premises or Infused Products Manufacturer location.

**2 Application Completed & Signed**

Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. Sign and date the application.

**Notice:** You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

**3 Bring in Application**

You must call to make an appointment and bring in application and all attachments to:

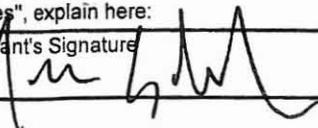
Marijuana Enforcement Division  
455 Sherman Street, Suite 390  
Denver, CO 80203

**4 Application Fees**

See fee table on website: [www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med)

Marijuana License Number (Leave Blank)

### Associated Key License Application Form

Applicant's Last Name (Please Print) Schierling		First Name (Please Print) Jason		Full Middle Name Edward	
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)			Nicknames, Ailases, Etc. Used (Full Name) (Attach separate sheet if necessary)		
Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Race [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]		Other Social Security Numbers Used <input type="checkbox"/> Yes (If yes attach details) <input checked="" type="checkbox"/> No
Place of Birth: City [REDACTED]		State CO	Country USA		Drivers License Number and State+ [REDACTED]
Physical Appearance ⇨	Height [REDACTED]	Weight [REDACTED]	Hair Color Brown	Eye Color Brown	Scars/Tattoos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes explain on a separate sheet</i>
U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CO Resident <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Residency [REDACTED]	*If "No", include details here: (Attach separate sheet if necessary)		Alien Registration Number
<b>Physical Address</b>					
Address [REDACTED]		City Pueblo	County Pueblo	State CO	ZIP 81005
Length of time at this Address: Year(s) 10    Month(s)		Home Phone Number [REDACTED]	Cell Phone Number [REDACTED]	Email Address [REDACTED]	
<b>Mailing Address (if different from Physical Address)</b>					
Address		City	State	ZIP	
List all addresses where you have lived during the last 10 years, not including present address, (attach separate sheet if necessary)					
Street and Number		City/State/ZIP		From	To
Name of licensed Marijuana business associated with Main Street Cannabis			Work Phone Number (719) 924-0316	Job Title Owner	
Name of present employer, if different from above Steel City Meds			Work Phone Number (719) 547-5152	Occupation or Job Title Owner	
Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license? *If "Yes", indicate license type and number here: Medical#402-00866 Medical Grow#403-01096					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever applied before for a Marijuana license in this or any other jurisdiction, domestic or foreign, whether or not the license was ever issued? (Not including a medical marijuana patient card) *If "Yes", explain here: Owner Medical Dispensary and Medical Grow					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been denied a Marijuana license, withdrawn a Marijuana license application or had any disciplinary action taken against any Marijuana license that you have held, either individually or as part of an ownership group, in this or any other jurisdiction? *If "Yes", explain here:					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicant's Signature 				Date 5/28/15	

Applicant's Last Name (Please Print) Schierling	First Name (Please Print) Jason	Full Middle Name Edward
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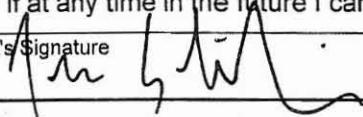
**NOTICE:** The Associated Key License Application Form is an official document. If you provide false information on your Marijuana license application and/or do not disclose all information the application asks, your license is subject to denial or revocation, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

If you need clarification of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division office.

1. Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you served a sentence, including probation or parole, within the past 5 years upon conviction for any felony, even if the conviction occurred more than 5 years ago?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgements owed to a government agency, or an outstanding delinquency for child support?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you a licensed Physician making patient recommendations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



If you answered YES to any of the above questions, by Colorado law you cannot obtain or hold a Colorado Marijuana license.

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if at any time in the future I can ever answer "Yes" to any of the questions above.	
Applicant's Signature 	Date 5/28/15

Applicant's Last Name (Please Print) Schierling		First Name (Please Print) Jason		Full Middle Name Edward	
<b>Education</b>					
High School Name Pueblo South High School			Location Pueblo, CO		
Major Diploma	Dates Attended From 08/91 To 05/95		Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned General	
College/Vo-Tech Name (Submit diploma copy) University of Northern Colorado			Location Greeley, CO		
Major Physics/Computer Science	Dates Attended From 08/95 To 05/00		Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned Physics/ Computer Science	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From		To	Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From		To	Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned

**Criminal History**

1. Have you, after turning 18 years of age, ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution, or use of a controlled substance?  Yes  No

2. In the last 10 years have you ever been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?  Yes  No

- You must include ALL arrests, charges, and convictions in the last 10 years but not prior to the age of 18 regardless of the outcome, even if the charges were dismissed or you were found not guilty.
- You must include ALL arrests, charges, and convictions regardless of the class of crime (felonies, misdemeanors, and/or petty offenses).
- You must include ALL serious traffic offenses, including DUI; DWAI; reckless driving; leaving the scene of an accident (hit and run); driving under denial, suspension or revocation; or any other offense which resulted in your being taken into custody.
- **NOTICE:** Do not rely upon your understanding that an arrest or charge is "not supposed to be on your record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a judge directing that action. If yes, give details below. List all cases without exception, including bankruptcies:

\*If you answered YES, explain in detail on a separate sheet and attach it to your application. For each offense for which you were arrested or charged, YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE. This information will include whether you were found guilty or not guilty; and the penalty (money fine, time in jail or prison, or probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

3. Have you ever received a pardon or its equivalent for any criminal offense in this or any other country?  Yes  No

4. Have you, as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as owner, director, or officer of a corporation, ever been a party to a lawsuit (other than divorces), either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country?  Yes  No

\*If you answered YES to any of the preceding questions, explain in detail on a separate sheet and attach it to your application.

Applicant's Initials J.S.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
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DR 8520 (09/10/14)  
**COLORADO DEPARTMENT OF REVENUE**  
 Marijuana Enforcement Division

## Arrest Disclosure Form

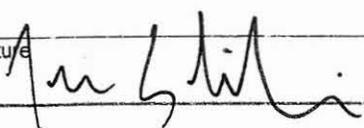
If, since turning age 18, you have ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution or use of a controlled substance, you must disclose this information to the Marijuana Enforcement Division. If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Marijuana Enforcement Division.

Any person licensed by the Marijuana Enforcement Division, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

### Please List Each Offense Separately

<b>1</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
<b>2</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature		
		Date
		5/28/15

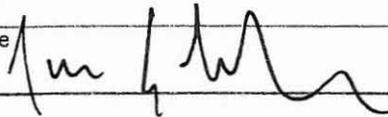
Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
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DR 8520 (09/08/14)  
 COLORADO DEPARTMENT OF REVENUE  
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

## Arrest Disclosure Form

(Continued)

**Please List Each Offense Separately**

<b>3</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
<b>4</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature		
	Date	5/28/15



Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
<b>Financial History</b>		
1. Are you delinquent in the filing of any tax return with any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are you delinquent in the payment of any taxes, interest, or penalties due to any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Are you delinquent in the payment of any judgments due to any governmental agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you delinquent in the repayment of any government-insured student loans?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Are you delinquent in the payment of any child support?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Check any of the following privileged or professional licenses you have held individually or as part of an ownership group in this state or any other domestic or foreign jurisdiction:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Liquor	<input type="checkbox"/> Real Estate Broker/Sales	<input type="checkbox"/> Accountant
<input type="checkbox"/> Lawyer	<input type="checkbox"/> Physician	<input type="checkbox"/> Insurance
<input type="checkbox"/> Racing	<input type="checkbox"/> Lottery	<input type="checkbox"/> Securities Dealer
<input checked="" type="checkbox"/> Other: <u>General Contractor-Pueblo, CO</u>		
7. Have you ever been denied a privileged or professional license, withdrawn a privileged or professional license application or had any disciplinary action taken against any such license that you have held, either individually or as part of an ownership group?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Have you, as an individual, principal of any form of business entity, or as an owner, officer or director of a corporation, ever filed a bankruptcy petition, had such a petition filed against you or the business entity or the corporation; or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for you or the business entity or corporation?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Do you now own, have ever owned, or otherwise derive a benefit from assets held outside the United States, whether held in your own name or another name, on your behalf or for another person or entity, or through other individuals or business entities, or in trust, or in any other fashion or status?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Are you currently a party, or ever been a party, in any capacity, to any trust instrument?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against you or a business entity of which you were a principal or against a corporation for which you were an owner, officer or director.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If you answered YES to any of the questions above or checked any boxes above, give details on separate sheet, including license number and dates license held for licenses marked on question 6. Include any items currently under formal dispute or legal appeal. Attach any documents to prove your settlement on any of these issues.		

Applicant's Initials J.E.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
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**Personal Financial**

1. Annual Income		
Salary (Source): Organic Solutions, Inc.	\$	[REDACTED]
Salary (Source):	\$	
Interest (Source):	\$	
Interest (Source):	\$	
Dividends (Source):	\$	
Dividends (Source):	\$	
Other (Source): Colorado Light Industrial Development (varies)	\$	[REDACTED]
Other (Source):	\$	
Total		\$

Please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

2. Amount to be invested in business:	\$	5,000.00
3. Percentage of ownership this amount represents:		50 %

4. Investment will be derived from the following sources:  
 Salary and Savings from Organic Solutions and Colorado Light Industrial Development

5. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?  Yes  No

If YES, explain:

Applicant's Initials J.S.



## Affidavit - Restrictions on Public Benefits

I, Jason Edward Schieling, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

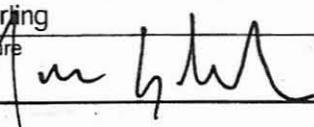
Date

5/28/15

## Affirmation & Consent

I, Jason Edward Schierling, state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Associated Key License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

**Print your Full Legal Name clearly below:**

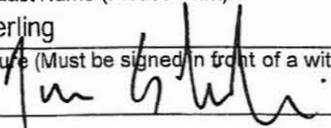
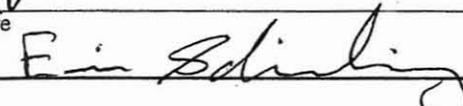
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Schierling	Jason	Edward
Signature	Date	
	5/28/15	

## Investigation Authorization Authorization to Release Information

I, Jason Edward Schierling, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

**Print your Full Legal Name clearly below:**

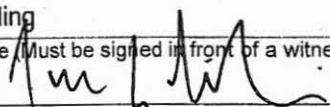
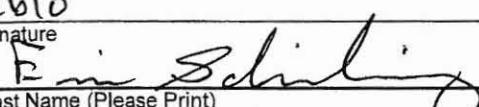
Legal Last Name (Please Print) Schierling	Legal First Name Jason	Legal Middle Name Edward
Signature (Must be signed in front of a witness) 		
Dated this <u>28</u> (day) day of <u>May</u> (month), 20 <u>15</u> (year), at <u>9:19 am</u> (time)		
City <u>Pueblo</u>		State <u>CO</u>
Witness Signature 		

## Applicant's Request to Release Information

TO: \_\_\_\_\_

FROM: (Applicant's Printed Name) \_\_\_\_\_

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Middle Name Edward
Signature (Must be signed in front of a witness) 		
Dated this <u>28</u> (day) day of <u>May</u> (month), 20 <u>15</u> (year), at <u>9:20 am</u> (time)		
City Pueblo		State CO
Witness Signature 		
Spouse's Last Name (Please Print)	Spouse's First Name	Middle Name
Spouse's Signature (Must be signed in front of a witness)		
Dated this _____ (day) day of _____ (month), 20____ (year), at _____ (time)		
City		State
Witness Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

John W. Hickenlooper  
Governor

Barbara J. Brohl  
Executive Director

Dear Applicant:

Thank you for your interest in becoming an Associated Key with a licensed business in the Marijuana industry. Before you submit your application, we want to make you aware of a few facts.

The Marijuana industry in Colorado is one of the most scrutinized businesses in the state, because Colorado citizens want the industry and everyone involved in it free from even the hint of any corruption or deceit. That's why we take our regulation of the industry very seriously, including the issuance of licenses.

During the licensing process, we will conduct a thorough check of your background. If you pass our qualifications, you will be found suitable as an associated key that will allow you to work in the Marijuana Industry. You should know that a Marijuana license is a privilege, not a right. And one thing you must do to obtain this privilege is be completely honest on your license application.

In particular, we ask you on page 4 of the application: "In the past 10 years, but not prior to age 18 have you been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?" The application goes on to tell you to explain ALL such arrests or charges no matter the final outcome.

Did you list ALL arrests and charges in the past 10 years? Are you clear about what you need to disclose? If not, then ask someone at the front desk to assist you and answer any questions you might have. Here are some of the excuses we have heard from people who have failed to disclose arrests to us:

- My attorney told me I didn't have to disclose.
- I didn't think I was arrested, because I only got a ticket.
- I didn't think the arrest had anything to do with Medical Marijuana.
- I didn't think that was still on my record.

But there is no excuse not to disclose an arrest. You have been informed throughout the application to disclose ALL arrests. And you have just been informed again: You will not necessarily be denied a license if you have ever been arrested, but you will be denied if you fail to disclose any arrest.

I have read and understand this letter.

Signed

Date

5/29/15

Erin Schierling



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

# Colorado Associated Key Marijuana License Application

**Marijuana Enforcement Division**

# Colorado Marijuana Enforcement Division

## Associated Key Application Instructions

### **APPLICATION CHECKLIST**

**1 License Types**

Associated Key: Any stockholder holding an interest in a marijuana licensee, or any officer or director, who also acts as a Key executive, employee or agent while physically working in a licensed establishment, Optional Premises or Infused Products Manufacturer location.

**2 Application Completed & Signed**

Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. Sign and date the application.

**Notice:** You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

**3 Bring in Application**

You must call to make an appointment and bring in application and all attachments to:

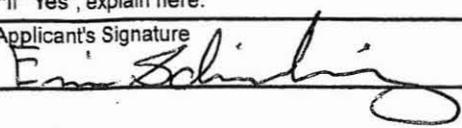
Marijuana Enforcement Division  
455 Sherman Street, Suite 390  
Denver, CO 80203

**4 Application Fees**

See fee table on website: [www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med)

Marijuana License Number (Leave Blank)

### Associated Key License Application Form

Applicant's Last Name (Please Print) Schierling			First Name (Please Print) Erin			Full Middle Name John		
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)				Nicknames, Ailases, Etc. Used (Full Name) (Attach separate sheet if necessary)				
Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Race [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]		Other Social Security Numbers Used <input type="checkbox"/> Yes (If yes attach details) <input checked="" type="checkbox"/> No			
Place of Birth: City [REDACTED]		State CO	Country USA		Drivers License Number and State+ [REDACTED]			
Physical Appearance ⇨		Height [REDACTED]	Weight [REDACTED]	Hair Color Blonde	Eye Color Green	Scars/Tattoos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes explain on a separate sheet
U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CO Resident <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Residency [REDACTED]	*If "No", include details here: (Attach separate sheet if necessary)			Alien Registration Number		
<b>Physical Address</b>								
Address [REDACTED]			City Pueblo	County Pueblo	State CO	ZIP 81005		
Length of time at this Address: Year(s) 12    Month(s)		Home Phone Number [REDACTED]	Cell Phone Number [REDACTED]		Email Address [REDACTED]			
<b>Mailing Address (if different from Physical Address)</b>								
Address			City	State	ZIP			
List all addresses where you have lived during the last 10 years, not including present address, (attach separate sheet if necessary)								
Street and Number			City/State/ZIP			From		To
Name of licensed Marijuana business associated with Main Street Cannabis				Work Phone Number (719) 766-1486		Job Title Owner		
Name of present employer, if different from above Steel City Meds				Work Phone Number (719) 547-5152		Occupation or Job Title Owner		
Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license?								<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*If "Yes", indicate license type and number here: Medical# 402-00866 Medical Grow# 403-01096								
Have you ever applied before for a Marijuana license in this or any other jurisdiction, domestic or foreign, whether or not the license was ever issued? (Not including a medical marijuana patient card)								<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*If "Yes", explain here: Owner Medical Dispensary and Medical Grow								
Have you ever been denied a Marijuana license, withdrawn a Marijuana license application or had any disciplinary action taken against any Marijuana license that you have held, either individually or as part of an ownership group, in this or any other jurisdiction?								<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If "Yes", explain here:								
Applicant's Signature 						Date 5/28/2015		

### Tattoo Details

1. I have a Superman symbol on my lower left calf.
2. I have a Marine Globe and Anchor across my upper back, extending from my left to right shoulder.

Applicant's Last Name (Please Print) Schierling	First Name (Please Print) Erin	Full Middle Name John
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**NOTICE:** The Associated Key License Application Form is an official document. If you provide false information on your Marijuana license application and/or do not disclose all information the application asks, your license is subject to denial or revocation, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

If you need clarification of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division office.

1. Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you served a sentence, including probation or parole, within the past 5 years upon conviction for any felony, even if the conviction occurred more than 5 years ago?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgements owed to a government agency, or an outstanding delinquency for child support?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you a licensed Physician making patient recommendations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



If you answered YES to any of the above questions, by Colorado law you cannot obtain or hold a Colorado Marijuana license.

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if at any time in the future I can ever answer "Yes" to any of the questions above.

Applicant's Signature <i>Erin Schierling</i>	Date 05/28/2015
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Applicant's Last Name (Please Print) Schierling		First Name (Please Print) Erin		Full Middle Name John	
<b>Education</b>					
High School Name Pueblo South High School			Location Pueblo, CO		
Major General	Dates Attended From 08/93 To 08/97		Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned General	
College/Vo-Tech Name (Submit diploma copy)			Location		
Major	Dates Attended From To		Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From To		Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From To		Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
<b>Criminal History</b>					
1. Have you, after turning 18 years of age, ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution, or use of a controlled substance?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. In the last 10 years have you ever been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> <li>You must include ALL arrests, charges, and convictions in the last 10 years but not prior to the age of 18 regardless of the outcome, even if the charges were dismissed or you were found not guilty.</li> <li>You must include ALL arrests, charges, and convictions regardless of the class of crime (felonies, misdemeanors, and/or petty offenses).</li> <li>You must include ALL serious traffic offenses, including DUI; DWAI; reckless driving; leaving the scene of an accident (hit and run); driving under denial, suspension or revocation; or any other offense which resulted in your being taken into custody.</li> <li><b>NOTICE:</b> Do not rely upon your understanding that an arrest or charge is "not supposed to be on your record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a judge directing that action. If yes, give details below. List all cases without exception, including bankruptcies:</li> </ul>					
*If you answered YES, explain in detail on a separate sheet and attach it to your application. For each offense for which you were arrested or charged, YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE. This information will include whether you were found guilty or not guilty; and the penalty (money fine, time in jail or prison, or probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.					
3. Have you ever received a pardon or its equivalent for any criminal offense in this or any other country?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Have you, as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as owner, director, or officer of a corporation, ever been a party to a lawsuit (other than divorces), either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
*If you answered YES to any of the preceding questions, explain in detail on a separate sheet and attach it to your application.					

Applicant's Initials EJS

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
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DR 8520 (09/10/14)  
**COLORADO DEPARTMENT OF REVENUE**  
 Marijuana Enforcement Division

## Arrest Disclosure Form

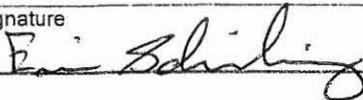
If, since turning age 18, you have ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution or use of a controlled substance, you must disclose this information to the Marijuana Enforcement Division. If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Marijuana Enforcement Division.

Any person licensed by the Marijuana Enforcement Division, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

### Please List Each Offense Separately

<b>1</b>	Date of Offense 11/02/2006	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I just returned from my first tour of duty in Iraq. I was having a tough time adjusting after returning from Iraq. I used poor judgment and was arrested for drinking and driving.  Disposition: Plead Guilty-Sentenced to Probation		
<b>2</b>	Date of Offense 06/01/2008	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I was leaving for Iraq for my second tour of duty. Again, I used poor judgment and was arrested for driving under the influence of alcohol.  Disposition: Dismissed by District Attorney		
Signature 		Date 5/28/2015

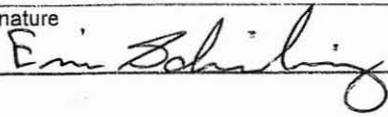
Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
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DR 8520 (09/08/14)  
 COLORADO DEPARTMENT OF REVENUE  
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

## Arrest Disclosure Form

(Continued)

**Please List Each Offense Separately**

<b>3</b>	Date of Offense 10/25/2008	Place of Offense Pueblo, Co
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I just returned from my second tour of duty in Iraq. I was arrested for driving under the influence of alcohol and careless driving.  Disposition: Careless Driving-Dismissed by District Attorney Driving Under the Influence: Guilty-Sentenced to 6 months of jail, with stay of execution concurrent with day for day credit for Veterans Association alcohol treatment program.		
<b>4</b>	Date of Offense 05/16/2010	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I continued to show poor judgment after 2 tours in Iraq, I received another citation for driving under the influence of alcohol and careless driving.  Disposition: Careless Driving: Dismissed by District Attorney Driving Under the Influence: Guilty- Sentenced to 1 year supervised probation		
Signature 		Date 5/28/2015

Arrest Disclosure Form-Continued

5. Date of Offense: 03/19/2015  
Place of Offense: Pueblo, CO  
Arresting Agency: Pueblo Police Department  
Original Charge: Failure to Appear ( No Proof of Insurance)

Disposition Narrative: I failed to make a court appearance for not having Proof of Insurance at the time of the traffic stop. I did have insurance at the time of the traffic stop, but only had an expired insurance card in my possession. A warrant was issued for my arrest; I turned myself in when I received a notice in the mail. I was released on a bond. My new court date is set for Wednesday, May 27<sup>th</sup>.

*Em Schirley*  
5/28/2015

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
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### Employment and Business Association History

Beginning with your current employment, list all jobs you have held in the past 10 years, but not prior to age 18. Also, list all businesses with which you have been associated, including all corporations, partnerships or any other business ventures with which you have been associated, including as an officer, director, stockholder, partner, limited partner, member, or in any other related capacity.

Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Organic Solutions	01/10-Present	Owner	Daily Operations	
	Address (include ZIP code) 74NMcCullochBlvd#120PuebloWest CO81007			Supervisor's Name
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
	Address (include ZIP code)			Supervisor's Name
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
	Address (include ZIP code)			Supervisor's Name
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
	Address (include ZIP code)			Supervisor's Name
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
	Address (include ZIP code)			Supervisor's Name
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
	Address (include ZIP code)			Supervisor's Name

### Character References

List three character references who have known you five or more years. Do not include relatives, present employer, or employees.

1	Last Name	First Name	Middle Name	Residence Phone
	Years Known	Address	City	State
	17		Pueblo	CO
	ZIP	Business Phone		
	Address	City	State	ZIP
		Pueblo	CO	81005
2	Last Name	First Name	Middle Name	Residence Phone
	Years Known	Address	City	State
	8		Pueblo	CO
	ZIP	Business Phone		
	Address	City	State	ZIP
				81001
3	Last Name	First Name	Middle Name	Residence Phone
	Years Known	Address	City	State
	17		Pueblo West	CO
	ZIP	Business Phone		
	Address	City	State	ZIP
		Pueblo	CO	81003

Applicant's Initials **ETS**

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
<b>Financial History</b>		
1. Are you delinquent in the filing of any tax return with any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are you delinquent in the payment of any taxes, interest, or penalties due to any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Are you delinquent in the payment of any judgments due to any governmental agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you delinquent in the repayment of any government-insured student loans?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Are you delinquent in the payment of any child support?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Check any of the following privileged or professional licenses you have held individually or as part of an ownership group in this state or any other domestic or foreign jurisdiction:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Liquor	<input type="checkbox"/> Real Estate Broker/Sales	<input type="checkbox"/> Accountant
<input type="checkbox"/> Lawyer	<input type="checkbox"/> Physician	<input type="checkbox"/> Insurance
<input type="checkbox"/> Racing	<input type="checkbox"/> Lottery	<input type="checkbox"/> Securities Dealer
<input type="checkbox"/> Other: _____		
7. Have you ever been denied a privileged or professional license, withdrawn a privileged or professional license application or had any disciplinary action taken against any such license that you have held, either individually or as part of an ownership group?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Have you, as an individual, principal of any form of business entity, or as an owner, officer or director of a corporation, ever filed a bankruptcy petition, had such a petition filed against you or the business entity or the corporation; or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for you or the business entity or corporation?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Do you now own, have ever owned, or otherwise derive a benefit from assets held outside the United States, whether held in your own name or another name, on your behalf or for another person or entity, or through other individuals or business entities, or in trust, or in any other fashion or status?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Are you currently a party, or ever been a party, in any capacity, to any trust instrument?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against you or a business entity of which you were a principal or against a corporation for which you were an owner, officer or director.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If you answered YES to any of the questions above or checked any boxes above, give details on separate sheet, including license number and dates license held for licenses marked on question 6. Include any items currently under formal dispute or legal appeal. Attach any documents to prove your settlement on any of these issues.		

Applicant's Initials EJS

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
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**Personal Financial**

1. Annual Income

Salary (Source): Organic Solutions	\$ [REDACTED]
Salary (Source):	\$
Interest (Source):	\$
Interest (Source):	\$
Dividends (Source):	\$
Dividends (Source):	\$
Other (Source):	\$
Other (Source):	\$
Total	\$ [REDACTED]

Please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

2. Amount to be invested in business:	\$ 5,000.00
3. Percentage of ownership this amount represents:	50 %

4. Investment will be derived from the following sources:

Salary and Saving from Organic Solutions

[Empty space for additional investment sources]

5. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?  Yes  No

If YES, explain:

[Empty space for explanation]

Applicant's Initials EJS



## Affidavit - Restrictions on Public Benefits

I, Erin John Schierling, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

*Erin Schierling*

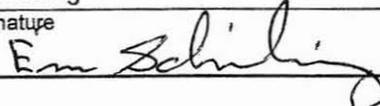
Date

5/28/2015

## Affirmation & Consent

I, Erin John Schierling, state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Associated Key License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

**Print your Full Legal Name clearly below:**

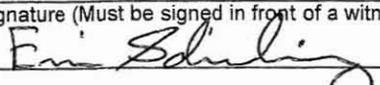
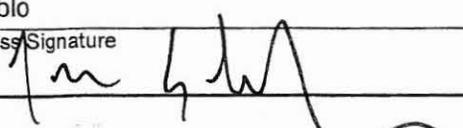
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Schierling	Erin	John
Signature	Date	
	5/28/2015	

## Investigation Authorization Authorization to Release Information

I, Erin John Schierling, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

**Print your Full Legal Name clearly below:**

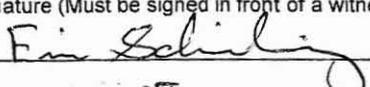
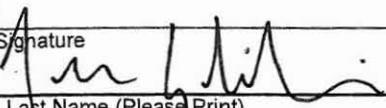
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Schierling	Erin	John
Signature (Must be signed in front of a witness)		
		
Dated this <u>28</u> day of <u>May</u> , 20 <u>15</u> , at <u>9:30</u>		
<small>(day)</small>	<small>(month)</small>	<small>(year)                      (time)</small>
City		State
Pueblo		Colorado
Witness Signature		
		

## Applicant's Request to Release Information

TO: \_\_\_\_\_

FROM: (Applicant's Printed Name) Erin John Schierling

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print) <b>Schierling</b>	First Name <b>Erin</b>	Middle Name <b>John</b>
Signature (Must be signed in front of a witness) 		
Dated this <u>28</u> day of <u>May</u> , 20 <u>15</u> , at <u>9:30</u> <small>(day) (month) (year) (time)</small>		
City <b>Pueblo</b>		State <b>Colorado</b>
Witness Signature 		
Spouse's Last Name (Please Print)	Spouse's First Name	Middle Name
Spouse's Signature (Must be signed in front of a witness)		
Dated this _____ day of _____, 20____, at _____ <small>(day) (month) (year) (time)</small>		
City		State
Witness Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

John W. Hickenlooper  
Governor

Barbara J. Brohl  
Executive Director

Dear Applicant:

Thank you for your interest in becoming an Associated Key with a licensed business in the Marijuana industry. Before you submit your application, we want to make you aware of a few facts.

The Marijuana industry in Colorado is one of the most scrutinized businesses in the state, because Colorado citizens want the industry and everyone involved in it free from even the hint of any corruption or deceit. That's why we take our regulation of the industry very seriously, including the issuance of licenses.

During the licensing process, we will conduct a thorough check of your background. If you pass our qualifications, you will be found suitable as an associated key that will allow you to work in the Marijuana Industry. You should know that a Marijuana license is a privilege, not a right. And one thing you must do to obtain this privilege is be completely honest on your license application.

In particular, we ask you on page 4 of the application: "In the past 10 years, but not prior to age 18 have you been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?" The application goes on to tell you to explain ALL such arrests or charges no matter the final outcome.

Did you list ALL arrests and charges in the past 10 years? Are you clear about what you need to disclose? If not, then ask someone at the front desk to assist you and answer any questions you might have. Here are some of the excuses we have heard from people who have failed to disclose arrests to us:

- My attorney told me I didn't have to disclose.
- I didn't think I was arrested, because I only got a ticket.
- I didn't think the arrest had anything to do with Medical Marijuana.
- I didn't think that was still on my record.

But there is no excuse not to disclose an arrest. You have been informed throughout the application to disclose ALL arrests. And you have just been informed again: You will not necessarily be denied a license if you have ever been arrested, but you will be denied if you fail to disclose any arrest.

I have read and understand this letter.

Signed Em Schuling Date 5/28/2015



## NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Main Street Cannabis, 401 W. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, July 21, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: June 16, 2015.

Officers: Jason E. Schierling, President, 639 Henry Avenue, Pueblo, CO 81005  
Erin J. Schierling, Operations Mngr/Shareholder, 639 Henry Ave., Pueblo, CO  
81005

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 29th day of June, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk



## COUNCIL COMMUNICATION

4e

**CITY COUNCIL MEETING:** August 18, 2015 Regular Mtg  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**PRESENTER:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE**

**SUBJECT:** Second reading of an ordinance annexing certain territory to the City – Parcel D Trinidad Industrial Park

**RECOMMENDED CITY COUNCIL ACTION:** Approve on second reading

**SUMMARY STATEMENT:** Legal requirements of annexation proceeding

**EXPENDITURE REQUIRED:** N/A

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Annexation of property into the City's corporate limits

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- Trinidad-Las Animas County Economic Development, Inc. submitted an annexation petition to the City Clerk's office on April 17, 2015 seeking to annex Parcel D, which is property located at the northern most point of Industrial Park.

### CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk  
(719) 846-9843, ext. 135

4e



ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE  
CITY OF TRINIDAD, COLORADO

WHEREAS, the City of Trinidad, Colorado has found a Petition for Annexation filed by Trinidad Las Animas County Economic Development, Inc., owner of the hereinafter described land area, specifically described in Exhibit "A" attached hereto, to be in substantial compliance with Section 31-12-107(1), C.R.S. and Article II, Section 30 of the Colorado Constitution; and

WHEREAS, after notice pursuant to Section 31-12-108 C.R.S., the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Section 31-12-104 and 105, C.R.S.; and

WHEREAS, the City Council has by Resolution #1452 determined that the requirements of Section 31-12-104 and 105, C.R.S., have been met, that an election is not required.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF TRINIDAD, COLORADO, that:

Section 1. The annexation of the territory situated in the County of Las Animas, Colorado, described in Exhibit "A" attached hereto and incorporated herein, to the City of Trinidad, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Trinidad, Colorado.

Section 2. The annexation of such territory of the City of Trinidad, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of General Property Taxation on and after the first day of January, 2016.

Section 3. A request has been made for the zone classification of the land area which is the subject of this annexation and this ordinance annexing said territory is expressly made subject to the granting of said zoning as requested.

Section 4. Within thirty (30) days after the effective date of this ordinance, the City Clerk is hereby authorized and directed to:

- a) file one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Trinidad, Colorado; and

- b) file three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk & Recorder of Las Animas County, Colorado.

INTRODUCED BY COUNCILMEMBER BOLTON, READ AND ORDERED PUBLISHED this 4th day of August, 2015.

FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JOSEPH A. REORDA, Mayor

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

ANNEXATION DESCRIPTION

PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST FILING, LOCATED IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE AS PER CITY ORDINANCE NO. 1739, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30 BEARS S 38°46'34" E, 1800.65 FEET; THENCE ALONG THE EAST AND SOUTH LINES OF SAID PARCEL D, BEING ALONG THE EXISTING CITY LIMIT LINES THE FOLLOWING (4) COURSES:

- 1) S 35°50'03" E, 180.00 FEET TO A POINT;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2685 FEET, AN ARC DISTANCE OF 574.35 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS S 1°23'45" W, 573.26 FEET)
- 3) S 07°31'26" W, 159.92 FEET TO A POINT;
- 4) N 69°11'42" W, 1055.39 FEET TO A POINT;

SAID POINT BEING THE NORTHWEST CORNER OF SITE 1, INDUSTRIAL PARK FILING 1, AND SAID POINT BEING ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE DEPARTING THE EXISTING CITY LIMITS, N 05°52'49" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 263.71 FEET TO A POINT; THENCE N 16°26'24" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 407.38 FEET TO A POINT; THENCE N 77°35'26"E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 150.31 FEET TO A POINT, SAID POINT BEING ON THE SOUTH BOUNDARY OF COUNTY ROAD 32.4 (EL MORO ROAD); THENCE S 73°45'28" E, 653.05 FEET TO THE POINT OF BEGINNING, CONTAINING 17.637 ACRES.

**PETITION FOR ANNEXATION TO THE CITY OF TRINIDAD,**  
**COLORADO**

**TO: THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO**

**RE: PETITION KNOWN AS Parcel D Trinidad Industrial Park**

THE UNDERSIGNED, being "Landowners", as defined in C.R.S. § 32-12-103(6), hereby Petition the City of Trinidad for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City of Trinidad, Colorado.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
  - a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the City of Trinidad, Colorado.
  - b. A community of interest exists between the Property and the City of Trinidad, Colorado. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City of Trinidad, Colorado.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
  - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
  - b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof.
  - c. No annexation proceedings have been commenced for the annexation of any part of the Property by any other municipality.
  - d. The entire width of all streets and alleys to be included within the area annexed are included.
  - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district.
  - f. Annexation by the City of Trinidad, Colorado, of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the City of Trinidad.

6. The annexation of the Property will not have the effect of extending a boundary of the City of Trinidad more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.
8. The Landowners request that the City of Trinidad approve the annexation of the Property.
9. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNERS:

Owner: Trinidad Las Animas County Economic Development, Inc.

By: Barbara Howard  
 Barbara Howard, Board President  
 Mailing Address: 136 W. Main Street, Trinidad CO 81082

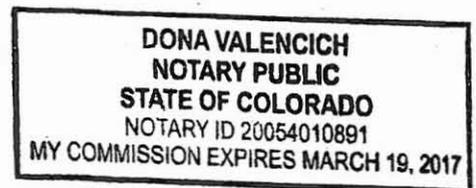
STATE OF COLORADO    )  
   ) ss.  
 COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 16 day of April 2014<sup>5</sup>, by Barbara Howard

Witness my hand and official seal

My commission expires: 3/19/17

Dona Valencich  
 Notary Public







RESOLUTION NO. 1452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,  
COLORADO, SETTING A HEARING DATE FOR THE ANNEXATION  
PETITION FOR PARCEL D TRINIDAD INDUSTRIAL PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD,  
COLORADO:

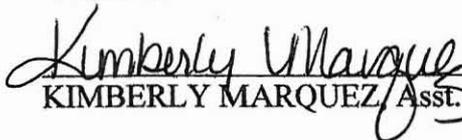
The City Council of the City of Trinidad finds that a petition for Annexation of certain territory more particularly described therein and to be known as "Parcel D Trinidad Industrial Park Annexation", filed with the City Clerk on April 17, 2015 is in substantial compliance with Section 31-12-107, CRS, and that a public hearing should be held to determine if the proposed annexation complies with Section 31-12-104 and 31-12-105, CRS, or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, CRS, et seq. City staff has determined the annexation requests complies with the 1/6 contiguity requirement.

The City Council hereby sets a public hearing for such purposes for August 4, 2015 at 7:00 P.M., at 135 North Animas Street, Trinidad, Colorado, and directs the City Clerk to publish and give notice as required by state law.

INTRODUCED, READ AND ADOPTED this 16th day of June, 2015.

  
JOSEPH A. REORDA, Mayor

ATTEST:

  
KIMBERLY MARQUEZ, Asst. City Clerk

## NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on Tuesday, August 4, 2015 at 7:00 P.M., at City Council Chambers, City Hall, 135 N. Animas Street, Trinidad, Colorado, the Trinidad City Council will hold a public hearing on the petition of Trinidad Las Animas County Economic Development, Inc. for the territory as described below for the purpose of determining and finding whether the area proposed to be annexed to the City of Trinidad meets the applicable requirements of the Municipal Annexation Act under the laws of the State of Colorado, and is considered eligible for annexation.

### LEGAL DESCRIPTION

#### ANNEXATION DESCRIPTION

PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST FILING, LOCATED IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Any person may appear at such hearing and present evidence upon any matter to be considered by the City Council.

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on Tuesday, August 4, 2015 at 7:00 P.M., at City Council Chambers, City Hall, 135 N. Animas Street, Trinidad, Colorado, the Trinidad City Council will hold a public hearing on the petition of Trinidad Las Animas County Economic Development, Inc. for the territory as described below for the purpose of determining and finding whether the area proposed to be annexed to the City of Trinidad meets the applicable requirements of the Municipal Annexation Act under the laws of the State of Colorado, and is considered eligible for annexation.

PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF LAS ANIMAS} SS

Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

58438 June 19, 26, 2015  
July 3, 2015

*Lauri A. Duran*  
Lauri A. Duran

Subscribed and sworn to before me this  
7 day of July  
A. D., 2015.

*Allyson L. Sheumaker*  
Allyson L. Sheumaker

My commission expires on August 26, 2015

ALLYSON L SHEUMAKER  
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires August 26, 2015

LEGAL DESCRIPTION

ANNEXATION DESCRIPTION

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Any person may appear at such hearing and present evidence upon any matter to be considered by the City Council.

RESOLUTION NO. 1452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, SETTING A HEARING DATE FOR THE ANNEXATION PETITION FOR PARCEL D TRINIDAD INDUSTRIAL PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO:

The City Council of the City of Trinidad finds that a petition for Annexation of certain territory more particularly described therein and to be known as "Parcel D Trinidad Industrial Park Annexation", filed with the City Clerk on April 17, 2015 is in substantial compliance with Section 31-12-107, CRS, and that a public hearing should be held to determine if the proposed annexation complies with Section 31-12-104 and 31-12-105, CRS, or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, CRS, et seq. City staff has determined the annexation requests complies with the 1/6 contiguity requirement.

The City Council hereby sets a public hearing for such purposes for August 4, 2015 at 7:00 P.M., at 135 North Animas Street, Trinidad, Colorado, and directs the City Clerk to publish and give notice as required by state law.

INTRODUCED, READ AND ADOPTED this 16th day of June, 2015.

/s/JOSEPH A. REORDA, Mayor

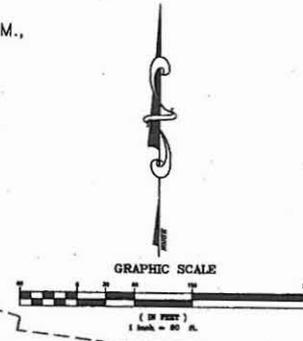
ATTEST:

# ANNEXATION PLAT

PART OF THE SE1/4 OF SECTION 30,  
TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M.,  
COUNTY OF LAS ANIMAS, STATE OF COLORADO.

U S PROPERTIES WEST

COLORADO DEPT OF HIGHWAYS  
BOOK 714, PAGE 385



COUNTY ROAD 32.4  
EL MORO ROAD

INTERSTATE 25  
BOOK 698, PAGE 258

PARCEL D

TRINIDAD LAS ANIMAS COUNTY  
BOOK 1004, PAGE 772

SITE 1  
REUBEN DURAN  
BOOK 678, PAGE 179

SITE 3  
BURLINGTON HORTON  
SANTA FE BUILDING

### LEGEND

- 1/2" ALUMINUM PIPE WITH 3/4" ALUMINUM CAP AND 1" ALUMINUM CAP WITH 1 1/2" ALUMINUM CAP
- SET 1/4" x 3/4" DEPTH AND 1" ALUMINUM CAP MARKING PILE TOP
- SANITARY SEWER LINE
- WATER LINE
- EXISTING POWER LINES
- SANITARY SEWER MANHOLE
- LIGHT STANDARD
- POWER POLE

BASED ON RECORDS: THESE ARE BASED ON THE PLAT OF TRINIDAD INDUSTRIAL PARK, PLUMBING, RECORDS 1/20/1975 IN BOOK 788, PAGE 582-584, ALONG THE SOUTH LINE OF PARCEL D WHICH BEARS N 89°11'42" E BETWEEN THE SOUTHWEST CORNER AND THE SOUTHWEST CORNER, MOMENTS DESCRIBED ON PLAT, ALL BEARING ARE RELATIVE THEREBY.

NOTES: 1) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2) CLIENT REQUESTED THAT UTILITIES, EASEMENTS, OR RIGHT OF WAYS NOT BE RESEARCHED AND SHOWN.

3) TERRY SURVEYING DID NOT DO A TITLE SEARCH TO DETERMINE OWNERSHIP, RIGHT OF WAY, OR EASEMENT OF RECORDS.

4) UTILITIES SHOWN ARE BASED ON VISUAL CHECKS AND FROM PLAN DRAWINGS BY THE CITY OF TRINIDAD AND COLORADO DEPT. OF TRANSPORTATION. A UTILITY LOCATE SHOULD BE PERFORMED BEFORE COMMENCING ANY CONSTRUCTION.

### ANNEXATION DESCRIPTION

PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST PLUMBING, IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

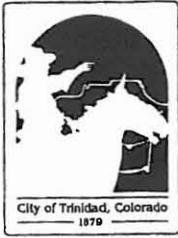
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE AS PER CITY ORDINANCE NO. 1739, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S 38°46'24" E, 1000.55 FEET THENCE ALONG THE EAST AND SOUTH LINES OF SAID PARCEL D, BEING ALONG THE EXISTING CITY LIMIT LINES THE FOLLOWING (4) COURSES:

- 1) S 35°50'51" E, 160.00 FEET TO A POINT;
  - 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2685 FEET, AN ARC DISTANCE OF 574.35 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS S 12°45' W, 573.38 FEET);
  - 3) S 07°01'26" W, 159.92 FEET TO A POINT;
  - 4) N 89°11'42" E, 1015.39 FEET TO A POINT.
- SAID POINT BEING THE NORTHWEST CORNER OF SITE 1, INDUSTRIAL PARK PLUMBING 1, AND SAID POINT BEING ON THE EAST RIGHT OF WAY OF INTERSTATE 25, THENCE DEPARTING THE EXISTING CITY LIMITS, IN 03°24'46" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 283.71 FEET TO A POINT, THENCE N 18°27'24" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 407.38 FEET TO A POINT, THENCE N 77°35'28" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 150.31 FEET TO A POINT, SAID POINT BEING ON THE SOUTH BOUNDARY OF COUNTY ROAD 32.4 (EL MORO ROAD), THENCE S 72°45'26" E, 653.05 FEET TO THE POINT OF BEGINNING, CONTAINING 17,637 ACRES.

ANNEXATION TRACT (17,637 ACRES)  
CONTIGUOUS DISTANCE = 1,970 FEET  
REMAINING ANNEXED PERIMETER = 1474 FEET  
(MAXIMUM ALLOWABLE ANNEXED PERIMETER) = 11,820 FEET



GARY L. TERRY P.L.S. 12182	
<b>TERRY SURVEYING INC.</b> P.L.S. 001 00000 100000 0000	
SURVEY TRINIDAD LAS ANIMAS COUNTY ECONOMIC DEVELOPMENT 2788 N. 1/2 SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY, COLORADO	
DRAWN BY: nls	DATE: 04/16/2015
CHECKED BY: G. TERRY	DRAWING NO.: 1880-15
JOB NO.: 6449-15	SHEET 1 OF 1



# CITY of TRINIDAD

P. O. Box 880  
TRINIDAD, COLORADO 81082  
TELEPHONE (719) 846-9843  
FAX NO. (719) 846-4140

July 7, 2015

Dear Sir or Madam:

In compliance with the provisions of Section 31-12-108(2), C.R.S., please find enclosed a copy of the published Notice, together with a copy of the Resolution and Petition concerning the annexation to the City of Trinidad of territory therein described. The provisions of annexation laws of the State of Colorado require that such mailing be made to the Board of County Commissioners of the County, the County Attorney and to each Special District or School District having territory within the area to be annexed.

Respectfully,

A handwritten signature in black ink that reads "Audra Garrett". The signature is written in a cursive, flowing style.

Audra Garrett  
City Clerk



# TRINIDAD SCHOOL DISTRICT #1

P.O. BOX 760  
TRINIDAD, COLORADO 81082  
OFFICE: 719-846-3324  
FAX: 719-846-2957  
www.tsd1.org

**SCOTT MADER**  
SUPERINTENDENT

**WILLIAM R. CORDOVA**  
BUSINESS MANAGER

July 27, 2015

City of Trinidad  
Atten: Asst. City Manager Audra Garrett  
P.O. Box 880  
Trinidad, CO 81082

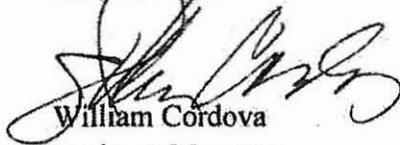
Dear Asst. City Manager Garrett,

The Trinidad Board of Education considered the Notice of Public Hearing for the proposed Annexation of a parcel of land located in the Industrial Park as referenced in the City's Resolution 1452, at its meeting held on July 22, 2015.

This District has no opposition to the proposed annexation. Development of the parcel in question would be beneficial to this District.

Thank you for the opportunity to make comment on this matter.

Respectfully,

  
William Cordova  
Business Manager

*Trinidad School District #1 Continuously Raising The Bar*



## COUNCIL COMMUNICATION

49

**CITY COUNCIL MEETING:** August 18, 2015  
**PREPARED BY:** Gabriel Engeland, City Manager  
**DEPT. HEAD SIGNATURE:**   
**# OF ATTACHMENTS:** 1

**SUBJECT:** Ordinance establishing special revenue funds for the purposeful funding of specific government functions to assist the City in long-range planning and in ensuring current and future solvency

**PRESENTER:** Gabriel Engeland, City Manager

**RECOMMENDED CITY COUNCIL ACTION:** Approve on second reading

**SUMMARY STATEMENT:** If adopted, the Ordinance will establish special revenue funds for proper management and accounting

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Adoption of a formal financial management policy and ordinance to create special revenue funds

**ALTERNATIVE:**

- Continue operations without a formal, written financial policy statement from Council.
- Adjust minimum Fund requirements with regards to respective funding recommendations.
- Determine if the establishment of the recommended Funds is necessary, and add or remove Funds recommended for creation.

### BACKGROUND INFORMATION:

The ordinance formalizes aspects of the Policy to assist the City with proper management of monies required to meet current and future needs and ensure solvency.

49



## ORDINANCE NO.

AN ORDINANCE ESTABLISHING SPECIAL REVENUE FUNDS FOR THE PURPOSEFUL FUNDING OF SPECIFIC GOVERNMENT FUNCTIONS TO ASSIST THE CITY IN LONG-RANGE PLANNING AND IN ENSURING CURRENT AND FUTURE SOLVENCY

WHEREAS, the City of Trinidad is required to adopt a balanced budget each fiscal year;  
and

WHEREAS, it is prudent in adopting an annual budget to not only consider current needs, but also the long-range needs of the community; and

WHEREAS, it is necessary to establish separate funds for the deposit and expenditure of funds to ensure the proper accounting and management of the monies necessary to meet the goals and requirements of the City; and

WHEREAS, creating and funding separate funds will assist the City in the proper management of monies required to meet current and future needs and ensure solvency.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that a new Article 9 of Chapter 7, Finance and Taxation, is hereby enacted, entitled Responsible Financial Management, as follows:

### **ARTICLE 9. RESPONSIBLE FINANCIAL MANAGEMENT.**

**Section 7-54. Responsible Financial Management Funding.** Within the General Fund, Water/Sewer Fund, Gas Fund and Power and Light Fund, there is hereby established the following special revenue funds:

- 1) Contingency Fund – for emergencies, unforeseen events, opportunities and other occurrences outside of the planned fiscal year operating budget.

The Contingency Fund shall be equal to 5% of the budget for each fund, excluding non-operating items such as capital project transfers and debt service payments or shall be funded annually as determined by the City Council in adoption of the annual budget.

- 2) Repair and Replacement Fund – for the repair and replacement of fleet and capital infrastructure items.
  - a) Infrastructure and Buildings
  - b) Fleet and Rolling Stock

The funding for this fund will be determined annually based upon priorities and fleet management.

- 3) Information Technology (IT) Equipment Fund – for the repair or replacement of IT equipment.

The funding for this fund will be determined annually based upon priorities and needs.

Within the General Fund there is hereby established the following special revenue fund:

- 4) Economic Development Reserve Fund – for support of economic development activities in Trinidad. The Economic Development Reserve Fund shall be funded annually as determined by the City Council in adoption of the annual budget.

INTRODUCED BY COUNCILMEMBER BOLTON, READ AND ORDERED  
PUBLISHED this 4<sup>th</sup> day of August, 2015.

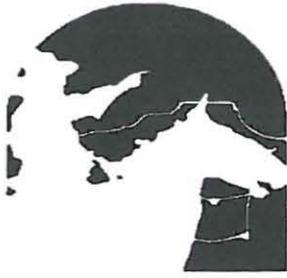
FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JOSEPH A. REORDA, Mayor

ATTEST:

\_\_\_\_\_  
KIM MARQUEZ, Asst. City Clerk



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

4f

**CITY COUNCIL MEETING:** August 18, 2015 Regular Mtg  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**PRESENTER:** Audra Garrett, ACM/City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE**

**SUBJECT:** Public hearing for consideration of an ordinance amending the zone map by establishing the zone class of certain land annexed into the City of Trinidad to Community Commercial

- 1) Second reading of an ordinance amending the zone map by establishing the zone classification of certain land annexed into the corporate limits of the City

**RECOMMENDED CITY COUNCIL ACTION:** Conduct the public hearing; Approve on second reading

**SUMMARY STATEMENT:** Legal requirements of annexation proceeding

**EXPENDITURE REQUIRED:** N/A

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Annexation of property into the City's corporate limits

**ALTERNATIVE:** N/A

**BACKGROUND INFORMATION:**

- Trinidad-Las Animas County Economic Development, Inc. submitted an annexation petition to the City Clerk's office on April 17, 2015 seeking to annex Parcel D, which is property located at the northern most point of Industrial Park.
- The proposed zoning is Commercial for development purposes.

**CONTACT FOR INFORMATION:**

- Audra Garrett, Asst. City Manager/City Clerk  
(719) 846-9843, ext. 135

4f



ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONE MAP OF THE CITY OF TRINIDAD, COLORADO, BY ESTABLISHING THE ZONE CLASSIFICATION OF CERTAIN LAND ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF TRINIDAD, COLORADO

WHEREAS, the Trinidad City Council has taken action by the adoption of an ordinance causing the annexation of certain real property specified as the Parcel D Trinidad Industrial Park Annexation into the corporate limits of the City of Trinidad, Colorado; and

WHEREAS, it is necessary to establish zone classification of land use of that property comprising such annexed territory.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

Articles 4, 5 and 6 of Chapter 14, Planning & Zoning, and the Zoning map incorporated therein, said ordinance and map being part of the Code of Ordinances of the City of Trinidad, Colorado, is hereby amended as follows:

That land area more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference and which territory was recently annexed into the corporate limits of the City of Trinidad, Colorado, owned by Trinidad Las Animas County Economic Development, Inc., is hereby classified as Community Commercial zoning.

INTRODUCED BY COUNCILMEMBER BOLTON, READ AND ORDERED PUBLISHED this 4<sup>th</sup> day of August, 2015.

FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JOSEPH A. REORDA, Mayor

ATTEST:

\_\_\_\_\_  
KIM MARQUEZ, Asst. City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

ANNEXATION DESCRIPTION

PARCEL D, TRINIDAD INDUSTRIAL PARK, FIRST FILING, LOCATED IN PART OF SECTION 30, TOWNSHIP 32 SOUTH, RANGE 63 WEST OF THE 6<sup>TH</sup> P.M., LAS ANIMAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE AS PER CITY ORDINANCE NO. 1739, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30 BEARS S 38°46'34" E, 1800.65 FEET; THENCE ALONG THE EAST AND SOUTH LINES OF SAID PARCEL D, BEING ALONG THE EXISTING CITY LIMIT LINES THE FOLLOWING (4) COURSES:

- 1) S 35°50'03" E, 180.00 FEET TO A POINT;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2685 FEET, AN ARC DISTANCE OF 574.35 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS S 1°23'45" W, 573.26 FEET)
- 3) S 07°31'26" W, 159.92 FEET TO A POINT;
- 4) N 69°11'42" W, 1055.39 FEET TO A POINT;

SAID POINT BEING THE NORTHWEST CORNER OF SITE 1, INDUSTRIAL PARK FILING 1, AND SAID POINT BEING ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE DEPARTING THE EXISTING CITY LIMITS, N 05°52'49" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 263.71 FEET TO A POINT; THENCE N 16°26'24" E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 407.38 FEET TO A POINT; THENCE N 77°35'26"E, ALONG THE EAST RIGHT OF WAY OF SAID INTERSTATE 25, 150.31 FEET TO A POINT, SAID POINT BEING ON THE SOUTH BOUNDARY OF COUNTY ROAD 32.4 (EL MORO ROAD); THENCE S 73°45'28" E, 653.05 FEET TO THE POINT OF BEGINNING, CONTAINING 17.637 ACRES.

5a



### COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** August 18, 2015 Regular Mtg.  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**PRESENTER:** Trinidad's Higher Calling U, LLC representative  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE:**

**SUBJECT:** Modification of premises requests by Trinidad's Higher Calling U, LLC at 1000 Independence Road

**RECOMMENDED CITY COUNCIL ACTION:** Consider approval of the modifications as requested

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** N/A

**ALTERNATIVE:** N/A

#### BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to modify the licensed premise as follows:

Move medical sales room to old retail sales room which is currently being used as storage.

Inspections will be required after modifications are made.

#### CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk  
 (719) 846-9843, ext. 135  
 or Les Downs, City Attorney  
 (719) 846-9843, ext. 120

5a

DR 8545 (08/29/14)  
**COLORADO DEPARTMENT OF REVENUE**  
 Marijuana Enforcement Division  
 455 Sherman Street, Suite 390  
 Denver, CO 80203

## Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten) <b>402-00992</b>			
1. Name of Business requesting changes or Person requesting duplicate badge <b>Trinidad's Higher Calling u LLC</b>			
2. Trade Name			
3. Business address or personal address if requesting a duplicate badge <b>1000 Independence Road</b>		City <b>Trinidad</b>	State ZIP <b>CO 81082</b>
<b>Select the Appropriate Section Below and Proceed to The Instructions on Page2.</b> (Please refer to fee schedule on the website— <a href="http://www.colorado.gov/revenue/med">www.colorado.gov/revenue/med</a> )			
<b>Section A—Duplicate License</b>		<b>Section B</b>	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input type="checkbox"/> Change, Alter or Modify Premises	
	<b>\$ 120</b>	<b>x 1</b>	Total Fee <b>\$ 120</b>
<b>Oath of Applicant (For Duplicate License or Badge Only)</b>			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature			Date
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>			Total Amount Due \$ .00

**City of Trinidad**

**AUG - 4 2015**

**City Clerk's Office**

# Instruction Sheet

**For All Sections, Complete Questions 1-3 Located on Page 1**  
(Please refer to fee schedule on the website—[www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med))

**Section A**

**For a Duplicate Badge or Business License** be sure to include the license number in the upper portion of page 1 and sign at bottom of page 1.

**Section B**

Check the appropriate box in section C and proceed below.

- 1) **Change Trade Name:** go to page 3 and complete question 1 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **To Modify Premise:** go to page 4 and complete question 3. Submit the necessary information and proceed to Oath of Applicant signature.
- 3) **To Change Location:** go to page 3 and complete question 2. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

<b>1. Change Trade Name</b>			
<input type="checkbox"/> <b>Section C</b> <input type="checkbox"/> Change of Trade Name / DBA only (Attach the following supporting documents) <ol style="list-style-type: none"> <li>1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State</li> <li>2. Copy of new Trade Name registration</li> </ol>			
Old Trade Name		New Trade Name	
<b>2. Change of Location</b>			
A. Address of current premises			
Address	City	County	ZIP
B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)			
Address	City	County	ZIP
C. New Mailing Address if Applicable.			
Address	City	County	ZIP
D. Attach detailed diagram of the premises including security equipment locations and proof from local licensing authority that the change has been submitted.			
<b>Report and Approval of Local Licensing Authority (City / County)</b>			
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. <b>Therefore, this application is approved.</b>			
Local Licensing Authority (City or County)			Date Filed With Local Authority
Signature	Title	Date	

### 3. Modification of Premises

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal

move medical sales room to old retail sales room, which is currently being used as storage.

B. If the modification is temporary, when will the proposed change:

Start (MM/DD/YY)

End (MM/DD/YY)

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) .....

Yes  No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations.

E. Attach any existing lease that is revised due to the modification.

#### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature



Title

Owner

Date

8-4-15

#### Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)

Date Filed With Local Authority

Signature

Title

Date

#### Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article or 43.4, C.R.S., as amended.

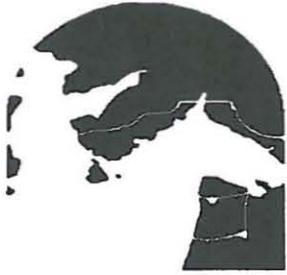
Signature

Title

Date







CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

5b

**CITY COUNCIL MEETING:** August 18, 2015 Regular Meeting  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**PRESENTER:** Representative of Chef Liu's  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE:**

**SUBJECT:** Hotel and restaurant liquor license renewal request by David H. Liu d/b/a Chef Liu's Chinese Restaurant at 1423 Santa Fe Trail

**RECOMMENDED CITY COUNCIL ACTION:** Approval of the renewal

**SUMMARY STATEMENT:** This is the annual renewal application submitted by the licensee.

**EXPENDITURE REQUIRED:** No.

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** N/A

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

- The application is in order.
- The Fire Department reports an acceptable inspection on behalf of the fire and building inspection department.
- The Police Department had no calls for service.
- The Health Department reported compliance.
- Disclosure statements provided by Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

### CONTACT FOR INFORMATION:

Audra Garrett, City Clerk  
 (719) 846-9843, ext. 135  
 or  
 Les Downs, City Attorney  
 (719) 846-9843, ext. 120

5b

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

CHEF LIU'S CHINESE RESTAURANT  
 1423 SANTA FE TRAIL  
 TRINIDAD CO 81082

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>CHEF LIU'S CHINESE RESTAURANT</b>		DBA <b>CHEF LIU'S CHINESE RESTAURANT</b>		
Liquor License # <b>4700077</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>43036030000</b>	Expiration Date <b>9/5/2015</b>	Due Date <b>7/22/2015</b>
Street Address <b>1423 SANTA FE TRAIL TRINIDAD CO 81082</b>				Phone Number <b>(719) 846 3333</b>
Mailing Address <b>1423 SANTA FE TRAIL TRINIDAD CO 81082</b>				
Operating Manager <b>David H Liu</b>	Date of Birth [REDACTED]	Home Address <b>TRINIDAD, CO 81082</b>	Phone Number [REDACTED]	
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p><b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>CHEF LIU'S CHINESE RESTAURANT</b>	Title <b>OWNER</b>
Signature <b>David H Liu</b>	Date <b>8/4/15</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For <b>Trinidad</b>	Date
Signature	Title <b>Mayor</b>
	Attest

8/5/15

DEPARTMENTAL INSPECTION REPORT  
3.2% BEER (FERMENTED MALT BEVERAGE)  
OR LIQUOR LICENSE

Applicant: David H. Liu

dba: Chef Liu's Chinese Restaurant

Address: 1423 Santa Fe Trail

Type of License: Hotel and Restaurant

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE: July 21, 2015

\*\*\*\*\*

DEPARTMENT REVIEW

DEPARTMENT: FIRE INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Inspected OK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/12/15  
Date

[Signature]  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: August 11, 2015

8/5/2015

**DEPARTMENTAL INSPECTION REPORT  
3.2 % BEER (FERMENTED MALT BEVERAGE)  
OR LIQUOR LICENSE**

Applicant's Name: David H C Liu

DBA: Chef Liu's Restaurant & Lounge

Business Address: 1423 Santa Fe Trail

Type of License: Hotel and Restaurant

Renewal     Transfer     Change of Location     New     Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE: \_\_\_\_\_

\*\*\*\*\*

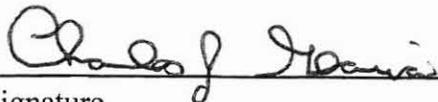
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports

8-7-15  
Date

  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: August 11, 2015

**Audra Garrett**

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**From:** John Martinez [jmartinez@la-h-health.org]  
**Sent:** Thursday, August 06, 2015 12:02 PM  
**To:** Audra Garrett  
**Subject:** Re: liquor

Chef Liu's Chinese Restaurant located at 1423 Santa Fe Trail is in compliance with this agency.....John Martinez

On Wed, Aug 5, 2015 at 3:44 PM, Audra Garrett <[audra.garrett@trinidad.co.gov](mailto:audra.garrett@trinidad.co.gov)> wrote:

Hi John,

Please verify compliance for Chef Liu's Chinese Restaurant at 1423 Santa Fe Trail. Thank you.!

*Audra Garrett* Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

[audra.garrett@trinidad.co.gov](mailto:audra.garrett@trinidad.co.gov)



--  
John Martinez Environmental Health  
Las Animas/Huerfano Counties District Health Department  
719-846-2213 ex 27

**DISCLOSURE STATEMENT**

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

  
\_\_\_\_\_  
Michelle Miles  
12/4/12  
\_\_\_\_\_  
Date

**DISCLOSURE STATEMENT**

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

  
\_\_\_\_\_  
Liz Torres  
4.8.14  
\_\_\_\_\_  
Date

5c



CITY OF TRINIDAD, COLORADO  
1876

### COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** Regular Meeting -August 18, 2015  
**PREPARED BY:** Linda Vigil, April 11, 2015  
**PRESENTER:** Mike Valentine, Utilities Director  
**DEPT. HEAD SIGNATURE:** *Mike Valentine*  
**CITY MANAGER SIGNATURE:** *Cinda Garrett*

**SUBJECT:** Consideration of an extraterritorial water tap request from LSC Southeast Colorado, LLC a Colorado limited liability company

**PRESENTER:** Michael Valentine, Utilities Director

**RECOMMENDED CITY COUNCIL ACTION:** Staff is recommending approval of 1" commercial extraterritorial water tap request by LSC Southeast Colorado, LLC.

**SUMMARY STATEMENT:** LSC Southeast Colorado, LLC has requested a 1" commercial extraterritorial water tap to service a vacant building located at 13805 County Road 73.6. Upon approval by city council, the bank will be required to pay the necessary fees of \$5,620.00, although the water rights acquisition fee will not be applicable due to the one-mile radius of the city limits.

**EXPENDITURE REQUIRED:** None, the water department would be able to utilize revenue generated from both the fees of the water tap and the monthly service costs.

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Resolution #1327 (5-6-08)

**ALTERNATIVE:** Council could elect not to approve the extraterritorial water tap request and potentially lose revenue and a customer.

**BACKGROUND INFORMATION:** The building is formerly known as Guzzo Auto Body Shop located off of County Road 73.6 and Hwy 350. The building was illegally connected to the Guzzo Water Association and the water service has been removed. LSC Southeast Colorado, LLC has requested a 1" commercial extraterritorial water tap to service the building located at 13805 County Road 73.6. Upon approval by city council, the bank will be required to pay the necessary fees of \$5,620.00.

**CONTACT FOR INFORMATION:**  
Mike Valentine, Public Works/Utilities Director  
(719) 846-9843, ext. 122

5c



## **CITY OF TRINIDAD WATER TAP REQUEST FORM APPLICATION AND AGREEMENT**

I (We), the undersigned, owner(s) of record of the land described herein, do hereby consent and agree to abide by and to adhere to all the requirements of the applicable Code of Ordinances of the City of Trinidad and more specifically, and in accordance with the provisions of Chapter 12, of the City of Trinidad Code of Ordinances as amended, in return for the provision of water service by the City of Trinidad as follows:

### **Requirements**

#### **1) TITLE:**

Prior to the approval by the City of Trinidad for a water tap or taps, the applicant must submit documents from the Las Animas County Government stating that compliance has been met with all:

- a) Zoning and Planning Regulations
- b) Land Use Regulations
- c) Subdivision Regulations
- d) State (Colorado Department of Health) Regulations for individual or public wastewater disposal systems

#### **2) EASEMENTS/RIGHTS OF WAY:**

The applicant must provide to the City of Trinidad copies of all acquired easements and rights-of-way necessary for the installation of the applicant's water service line. In no case will a water tap be granted on a city water main if there is not full and complete legal access from the water main to the applicant's development site.

#### **3) SURVEY PLAT/DRAWINGS:**

The applicant shall provide to the city a copy of the legal survey of land area which is requested to receive the water tap. In the event the property has not been recently surveyed, the applicant shall submit a drawing of the proposed development site which is in conformance to the current recorded deed for the land.

#### **4) PAYMENT OF FEES:**

The applicant will be required to pay the Plant Investment Fee (PIF), Water Rights Acquisition Fee and other related charges for the water tap according to the size (diameter) requested as established by Chapter 12 of the City Code of Ordinances.

#### **5) ANNEXATION:**

The applicant agrees to apply for or consent to the annexation of the land, or any portion thereof, described herein, when such land becomes eligible for annexation pursuant to the provisions of Part 1, Article 12, of Title 31, C.R.S. The term "to apply for or consent to the annexation" as used herein includes, without limitation:

- a) the signing of a petition to annex the land to the City without an election within ten (10) days after request by the city;
- b) voting for annexation if the land or any part thereof is included in an area proposed to be annexed to the city in proceedings requiring an annexation election; and
- c) not signing or initiating a petition for an annexation election. Said agreement shall run with the land and be binding upon the owners, their heirs, successors, and assigns.

6) **WATER TAP AND LAND INFORMATION:** (Complete a - f, in addition to signatures)

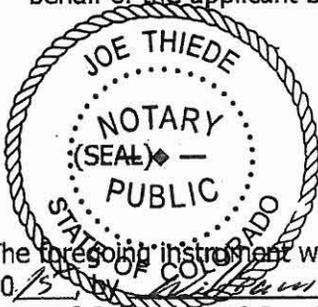
a. Name of parties requesting tap LSC Southwest Colorado LLC  
b. Physical Address of tap 13805 County Road 73.6  
c. Legal Description of property See attached

d. Size of Tap Requested (Circle One)      3/4"    1"    1 1/2"    2"    Other \_\_\_\_\_

	Single Family	Multi-Family	Commercial Industrial	Other
e. Proposed Use of Land and Tap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

f. Number of Dwellings, Buildings, or Structures      \_\_\_\_\_      \_\_\_\_\_      1      \_\_\_\_\_

Agreed to this 1<sup>st</sup> day of July, 2015, by the undersigned on behalf of the applicant by the owner(s) of record.



[Signature]  
\_\_\_\_\_

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2015, by William J. Clark in the State of Colorado and County of Las Animas, Arapahoe

My Commission expires: 7-1-18  
[Signature]  
(Notary Public)

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned on behalf of the City of Trinidad by the Utilities Superintendent subject to the approval by City Council and the recording of said action by the City Clerk.

ATTEST:

\_\_\_\_\_  
Utilities Superintendent

\_\_\_\_\_  
Audra Garrett, City Clerk



## COUNCIL COMMUNICATION

5d

**CITY COUNCIL MEETING:** August 18, 2015 Regular Meeting  
**PREPARED BY:** Gabe Engeland, City Manager  
**PRESENTER:** Gabe Engeland, City Manager  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:** 

**SUBJECT:** Consideration of Intergovernmental Agreement for Shared Services with Las Animas County  
– Building Inspection

**RECOMMENDED CITY COUNCIL ACTION:** Consider the IGA concept and terms

**SUMMARY STATEMENT:** Shared services with another governmental agency

**EXPENDITURE REQUIRED:** Yes

**SOURCE OF FUNDS:** General Fund – Contract Services

**POLICY ISSUE:** Provision of public health, safety and welfare services.

**ALTERNATIVE:** Employ an inspector;  
Contract with an independent contractor;  
Continue services through Colorado Code Consulting (CCC) for all matters;  
Continue services through CCC supplemented by other City personnel;

### BACKGROUND INFORMATION:

With the recent departure of the Building Official, the City has been temporarily using the Fire Chief to supplement inspection work as well as Colorado Code Consulting. This arrangement would be more tenable and will save both entities money.

### CONTACT FOR INFORMATION:

Gabriel Engeland, City Manager  
(719) 846-9843, ext. 133

5d

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
TRINIDAD, COLORADO, AND LAS ANIMAS COUNTY  
COLORADO FOR SHARED SERVICES

This agreement is made by and between Las Animas County ("County") and the City of Trinidad, Colorado ("City").

WHEREAS, the parties to this agreement are both Colorado political subdivisions; and,

WHEREAS, there is a need by both political subdivisions to employ a building inspector to ensure the public safety, health and welfare of the respective jurisdictions are met; and,

WHEREAS, the City of Trinidad is mindful of the fact that of the two political subdivisions, the County is the only one that currently employs a building inspector; and,

WHEREAS, the City and the County believe it prudent and economical to share the services of a Building Inspector.

NOW, THEREFORE, the parties agree as follows:

1. The County Building Inspector's duties and jurisdiction shall be expanded to include the corporate boundaries of the City of Trinidad. This person, hereafter referred to as "Inspector," shall be a County employee. The Inspector shall commit approximately one-half of his or her work time to the City of Trinidad and its governmental operations as Inspector. The Inspector shall report to the City Manager or report to other city personnel as deemed appropriate by the City. The Inspector shall receive all of the rights and benefits of other County employees. However, he or she shall be subject to all City rules and regulations regarding personnel employed by the City while performing duties on behalf of the City. The City shall be responsible for 60% of the Inspector's wages, benefits, workman's compensation and unemployment insurance, and all such other benefits and charges afforded other employees employed by the County.
2. The City shall pay to the County the cost of the wages and benefits of the Inspector. The wages and benefits to be paid by the City shall be used solely to pay the Inspector's wages and benefits for July 17 through December 31, 2015 is \$19,383. The amount to be paid by the City to the County thereafter per year shall be \$42,291. This amount is subject to change depending upon any amount of health insurance or other benefit change realized by the County. Further the City shall reimburse the County for mileage and wear and tear for use of the County's vehicle through the end of this fiscal year in the amount of \$3,000. The reimbursable amount will be adjusted in January, 2016, as determined to be a fair and equitable amount once use has been established. The City will also reimburse the County for one-half of the cost associated with the cell phone used by the Inspector.
3. The initial area of concentration of the Inspector will be residential permitting and inspections. The Inspector's duties on behalf of the City shall include issuance of building permits, performance of residential plan review and minor commercial plan review, all residential inspections, issuance of Certificates of Occupancy, enforcement of the City's adopted

Code, reporting of the same as required, and such other duties assigned by the City. The expected turnaround time for residential permits and plan review will be one week. It is anticipated that the Inspector will become licensed to perform commercial review and inspections. The City agrees to pay for the required training and licensing to that end. Upon receiving the commercial license the parties agree to increase the Inspector's salary by \$5,000 per year. Thereafter the Inspector will begin performing commercial inspections also. The Inspector may send work requests back to the City if his/her work load is too great.

4. The parties will jointly review the effectiveness and efficiency of this arrangement prior to the end of this fiscal year.

5. Each party shall indemnify, defend against, and save the other, including its officers, agents, and employees harmless from any and all demands, claims, losses, liabilities, and costs incurred by third parties for damages to person(s) or property which may arise out of or result directly or indirectly from providing shared services under this Agreement, to the extent permitted by law. Each party shall satisfy their indemnification obligations under this Agreement by maintaining, during the term of this Agreement, appropriate public entity liability insurance coverage.

6. Each party shall obtain and maintain, during the term of this Agreement, public entity liability insurance coverage, either through insurance policies issued by liability insurance carriers authorized to conduct business in Colorado, or by qualifying self-insurance programs approved by the Colorado Department of Insurance.

7. The services authorized pursuant to this Agreement shall be deemed for public and governmental purposes.

8. Should any Court of competent jurisdiction declare this agreement to be void, ultra vires or otherwise unenforceable, neither party nor its agents or employees shall have any liability or further responsibility to carry forth any of the terms of this agreement.

LAS ANIMAS COUNTY, COLORADO

CITY OF TRINIDAD, COLORADO

By: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph A. Reorda, Mayor

ATTEST:

Las Animas County Clerk & Recorder

City Clerk

\_\_\_\_\_



## COUNCIL COMMUNICATION

5e

**CITY COUNCIL MEETING:** August 18, 2015 Regular Meeting  
**PREPARED BY:** Audra Garrett, ACM/City Clerk  
**PRESENTER:** Gabriel Engeland, City Manager  
**DEPT. HEAD SIGNATURE:**  
**CITY MANAGER SIGNATURE:** 

**SUBJECT:** Authorize City Manager to approve purchases in excess of his authority pursuant to Trinidad Municipal Code 7-51 for the Cedar Street Project up to the City's budgeted Capital Improvement Project Fund allocation for that project

**RECOMMENDED CITY COUNCIL ACTION:** Allow the City Manager to approve purchases beyond his authority for the Project but only up to that allocated for the project.

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** Yes, to a maximum of \$240,000 that the City has allocated for the project.

**SOURCE OF FUNDS:** CIP

**POLICY ISSUE:** Economic Development and Community Growth and Development

**ALTERNATIVE:** Follow normal protocol for each and every purchase which would necessitate City Council agenda items for any purchase over \$30,000.

### **BACKGROUND INFORMATION:**

- The City has received notification from the Colorado Department of Local Affairs that it was successful in its pursuit of grant funding to extend Cedar Street east from Commercial Street. The grant contract won't be before Council for approximately six weeks. Once executed by the City it may be several additional weeks before it receives execution from the State.
- There is equipment/apparatus necessary to perform the work that in quantity may exceed the \$30,000 threshold set forth in TMC 7-51.
- Some of the equipment/apparatus have a lengthy turnaround time, up to seventeen weeks.
- All purchases are subject to either informal or formal bids or quotes.
- All payments are subject to Council approval.

### **Section 7-51 Purchases based on informal bids.**

All contracts for the purchase of goods involving the estimated expenditure of \$10,000.00 or more, but less than \$30,000.00 of public money, shall be made after informal bids are secured. All such contracts shall be in writing and shall be awarded to the lowest responsible bidder, upon authorization of the City Manager. The quality and performance of the good(s) offered by each bidder, and the time specified for delivery of the good shall be considered in determining the lowest responsible bid. The Department Head and/or the Purchasing Agent shall keep a record of all bids submitted and the record shall be available for public inspection after the contract is awarded, in the manner provided by law.

**CONTACT FOR INFORMATION:**

Gabe Engeland, City Manager  
(719) 846-9843, ext. 133



**COLORADO**  
Department of Local Affairs  
Division of Local Government

August 5, 2015

The Honorable Joseph Reorda, Mayor  
City of Trinidad  
P.O. Box 880  
Trinidad, CO 81082

RE: EIAF 07866 - Trinidad Cedar Street

Dear Mayor Reorda:

The Department of Local Affairs is in receipt of your application for state Energy and Mineral Impact Assistance funds. These revenues are derived from oil, gas, carbon dioxide, coal and metals extracted in Colorado.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity and readiness to go.

Congratulations! After thorough review, I am excited to offer a grant award in the full amount of your request which was \$599,232. This grant offer is made from federal mineral lease proceeds.

Please contact your DOLA Regional Manager, Lee Merkel, at (719) 544-6577 for information on how to proceed. As you know, no state funds or matching funds can be obligated before a grant contract is fully executed. Expenditure of any funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the state. Consult your regional manager prior to expending any funds. Per our program guidelines this offer is valid for one year from the date of this letter.

I wish you success with your project.

Sincerely,

Irv Halter  
Executive Director

cc: State Senator Larry Crowder  
State Representative Tim Dore  
Tara Marshall, Deputy City Manager  
Lee Merkel, DOLA

